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STATE OF IOWA }
MADISON COUNTY } ss

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First Supplemental Indenture

28 pgs

UNITED TELEPHONE COMPANY OF IOWA

TO

THE CITY NATIONAL BANK AND TRUST COMPANY
OF KANSAS CITY

TRUSTEE

DATED OCTOBER 1, 1955

Lincoln Printing Company, Chicago—WAbash 2-4004

This First Supplemental Indenture,

dated as of the first day of October, 1955, made and entered into by and between **UNITED TELEPHONE COMPANY OF IOWA**, a corporation organized and existing under the laws of the State of Delaware (hereinafter commonly referred to as the "Company"), and **THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY**, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under the Indenture of Mortgage dated as of April 1, 1953, and heretofore executed by the Company,

WITNESSETH:

WHEREAS, the United Telephone Company of Iowa has heretofore entered into an Indenture of Mortgage dated as of April 1, 1953 with the Trustee for the purpose of securing the corporate bonds to be issued thereunder and did thereby convey and transfer to the Trustee all of its property (except certain property expressly excepted) upon the trusts therein stated, under which Indenture Series A Bonds have heretofore been issued; and

WHEREAS, it is provided in the Indenture dated as of April 1, 1953 that there may be, from time to time, issued thereunder and secured thereby additional bonds in series and the Company has by resolutions of its stockholders and board of directors, duly adopted, determined forthwith to create an additional series of bonds in the aggregate principal amount of $500,000, to be secured by the Indenture dated as of April 1, 1953 and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture") and to be known and designated as First Mortgage 3.70% Bonds, Series B (hereinafter called the "Bonds of Series B"), limited to the aggregate principal amount of not exceeding $2,000,000; and

WHEREAS, the Bonds of Series B, the coupons to be attached to coupon Bonds of Series B and the Trustee's authentication certificate on the Bonds are to be substantially in the forms following, respectively:

(Form of Registered Bond of Series B)

No. BR.............................. $..............................

UNITED TELEPHONE COMPANY OF IOWA

FIRST MORTGAGE 3.70% BOND, SERIES B

Due October 1, 1985

UNITED TELEPHONE COMPANY OF IOWA, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company, which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to .... or registered assigns, on October 1, 1985 (unless this Bond shall be called for previous redemption and payment thereof duly provided for), ... dollars, and to pay interest on the unpaid portion of said principal amount from the date hereof at the rate of 3.70% per annum, semi-annually, on the first day of April and on the first day of October in each year, the first installment of interest being payable on April 1, 1956, until said principal amount shall become due and payable and to pay interest on any overdue principal and (to the extent permitted by law) on any overdue instalment of interest at the rate of 6% per annum. Payment of the principal of, and premium (if any) and interest on, this Bond shall be made at the principal office of The City National Bank and Trust Company of Kansas City, the Trustee under such Indenture (hereunder called the Trustee), in Kansas City, State of Missouri, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of bonds of the Company known as its First Mortgage Bonds (hereinafter called the Bonds), not limited in aggregate principal amount, all issued and to be issued in one or more series under and equally and ratably secured by an Indenture of Mortgage dated as of April 1, 1953, and a First Supplemental Indenture dated as of October 1, 1955, executed by the Company to the Trustee, to which Indenture and to all indentures supplemental thereto (herein sometimes collectively called the "Indenture"), reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are secured and the rights of the holders or registered owners thereof and of the Trustee in respect of such security. As provided in the Indenture, said Bonds may be issued in series for various principal sums, may bear different dates and mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. This Bond is one of the Bonds of a series designated as First Mortgage 3.70% Bonds, Series B (hereinafter called the Bonds of Series B), limited to the aggregate principal amount of not exceeding $2,000,000.

The Indenture contains provisions permitting the holders of not less than 66⅔% in aggregate principal amount of the Bonds at the time outstanding, on behalf of the holders of all of the Bonds, by written consent to waive compliance by the Company with certain provisions of the Indenture or to waive any past default under the Indenture and its consequences except a default in the payment of the principal of, premium (if any) and interest on, any of the Bonds. The Indenture permits the amendment thereof and the modification or alteration, in any respect, of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder and hereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration (including, in the case, among others, of a modification of the terms of payment of the principal of, or premium or interest on, this Bond, the consent of the holder hereof), all as more fully provided in the Indenture. Any such consent or waiver by the holder of this Bond (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of this Bond and of any Bond issued in exchange herefor or in place hereof, irrespective of whether any notation of such consent or waiver is made upon this Bond.

No reference herein to the Indenture and no provision of this Bond or of the Indenture or of any indenture supplemental thereto shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium (if any) and interest on, this Bond at the time and place and at the rate and in the coin or currency herein prescribed.

The Bonds of Series B are entitled to the benefit of a sinking fund to be applied annually by the Trustee to the redemption of Bonds of Series B.

The Bonds of Series B are subject to redemption, in whole or in part, at any time or from time to time, at the option of the Company or pursuant to certain requirements of the Indenture, upon notice published in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, City and State of New York, at least once in each of four successive calendar weeks, on any day of each such week (the first publication to be at least thirty and not more than sixty days before the redemption date), or, at the option of the Company, if all the Bonds of said series which are to be redeemed are registered Bonds without coupons or coupon Bonds registered as to principal, upon notice mailed by registered mail to the registered owners thereof, at least thirty days before the redemption date, all on the conditions and in the manner provided in the Indenture. If redeemed (i) by the operation of the sinking fund created for the benefit of the Bonds of Series B, or (ii) in connection with the acquisition of properties of the Company by one or more governments or municipal corporations or other governmental subdivisions or governmental bodies, authorities or agencies, the Bonds of Series B are redeemable in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts in the principal amount thereof, together with interest accrued to the date fixed for redemption. If redeemed otherwise than as set forth in the preceding sentence, the Bonds of Series B are redeemable, in like coin or currency, at the following redemption prices (expressed in percentages of the principal amount thereof):

If Redeemed During the One Year Period Ending October 1

Year	Percentage	Year	Percentage
1956	103.70 %	1971	101.75 %
1957	103.50 %	1972	101.625%
1958	103.375%	1973	101.50 %
1959	103.25 %	1974	101.375%
1960	103.125%	1975	101.25 %
1961	103 %	1976	101.125%
1962	102.875%	1977	101 %
1963	102.750%	1978	100.875%
1964	102.625%	1979	100.75 %
1965	102.50 %	1980	100.625%
1966	102.375%	1981	100.50 %
1967	102.25 %	1982	100.375%
1968	102.125%	1983	100.25 %
1969	102 %	1984	100.125%
1970	101.875%		

and if redeemed after October 1, 1984, and prior to October 1, 1985, at 100% of such principal amount, together in each case with accrued interest on such principal amount to the date designated for redemption. If this Bond, or any portion hereof, is called for redemption and payment duly provided for as specified in the Indenture, interest shall cease to accrue hereon or on such portion, as the case may be, from and after the date fixed for redemption.

The principal of this Bond may be declared or may become due prior to its maturity date, in the manner and with the effect and subject to the conditions provided in the Indenture, upon the occurrence of an event of default as in the Indenture provided.

This Bond is transferable by the registered holder hereof, in person or by duly authorized attorney, on books of the Company to be kept for that purpose at the principal office of the Trustee in Kansas City, State of Missouri, upon surrender hereof at such office for cancelation and upon presentation of a written instrument of transfer duly executed, and thereupon the Company shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered Bond or Bonds of Series B in an authorized denomination or denominations, of a like aggregate principal amount; and the registered holder of any registered Bond or Bonds of Series B may surrender the same as aforesaid at said office in exchange for a like aggregate principal amount of Bonds of Series B of like form, of other authorized denominations, or of coupon Bonds of Series B of the authorized denomination, or of both such registered Bonds and coupon Bonds; all upon payment of the charges and subject to the terms and conditions specified in the Indenture.

The Company and the Trustee may deem and treat the person in whose name this Bond shall at the time be registered on the books of the Company as the absolute owner hereof for all purposes whatsoever; and payment of or on account of the principal of, and premium (if any) and interest on, this Bond shall be made only to or upon the order in writing of such registered holder hereof; and all such payments shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto, or in any Bond or coupon thereby secured, or because of any indebtedness thereby secured, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that the Indenture, any indenture supplemental thereto and the obligations thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company or of any successor corporation, or any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or in any indenture supplemental thereto or in any of the Bonds or coupons thereby secured or implied therefrom.

This Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, and shall not become valid or obligatory for any purpose, until The City National Bank and Trust Company of Kansas City, as the Trustee under the Indenture, or a successor trustee thereunder, shall have signed the form of authentication certificate endorsed hereon.

In witness whereof, United Telephone Company of Iowa has caused this Bond to be signed in its name by its President or a Vice-President and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, and this Bond to be dated ....

United Telephone Company of Iowa,

By ....

President.

Attest:

....

Secretary.

(Form of Coupon Bond of Series B)

The form of coupon Bond of Series B shall be substantially the same as the form of registered Bond of Series B except that there shall be substituted in such form, in lieu of the corresponding heading and paragraphs in the form of registered Bond of Series B, the following heading and paragraphs and except that there shall be attached to such form of coupon Bond of Series B interest coupons in the form set forth hereinafter:

No. BM $1,000

UNITED TELEPHONE COMPANY OF IOWA

First Mortgage 3.70% Bond, Series B

Due October 1, 1985

United Telephone Company of Iowa, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company, which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this bond be registered as to principal, to the registered holder hereof, on October 1, 1985 (unless this Bond shall be called for previous redemption and payment thereof duly provided for, One Thousand Dollars, and to pay interest on said principal amount from the date hereof at the rate of 3.70% per annum, semi-annually, on the first day of April and on the first day of October in each year, the first installment of interest being payable on April 1, 1956, until said principal amount shall become due and payable, but only according to the tenor and upon presentation and surrender of the interest coupons appertaining hereto, as they severally mature and to pay interest on any overdue principal and (to the extent permitted by law) on any overdue instalment of interest at the rate of 6% per annum. Payment of the principal of, and premium (if any) and interest on, this Bond shall be made at the principal office of The City National Bank and Trust Company of Kansas City, the Trustee under such Indenture (hereinafter called the Trustee), in Kansas City, State of Missouri, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

* * * * * *

This Bond is transferable by delivery except while registered as to principal. This Bond may be registered as to principal in the name of the holder on books of the Company to be kept for that purpose at the principal office of the Trustee in Kansas City, State of Missouri, and such registration shall be noted hereon, after which no transfer hereof shall be valid unless made on said books by the registered holder in person, or by his duly authorized attorney, and similarly noted on this Bond; but this Bond may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration, however, shall not affect the negotiability by delivery of the coupons, which shall always be payable to bearer and transferable by delivery.

The holder or registered holder of any coupon Bond or Bonds of Series B may, at his option, surrender the same at the aforesaid office of the Trustee, with all unmatured coupons attached, in exchange for a registered Bond or Bonds of Series B without coupons, of authorized denomination or denominations, of a like aggregate principal amount, upon payment of the charges and subject to the conditions specified in the Indenture.

The Company and the Trustee may deem and treat the bearer hereof, or, if this Bond be registered as to principal, the person in whose name the same shall at the time be registered on the books of the Company, and may deem and treat the bearer of any coupon for interest on this Bond (whether or not this Bond shall be registered as to principal), as the absolute owner of this Bond or of such coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes whatsoever (except as otherwise provided in the Indenture with respect to Bondholders' consents), irrespective of whether or not this Bond or such coupon shall be overdue, and the Company and the Trustee shall not be affected by any notice to the contrary.

* * * * * *

Neither this Bond nor any coupon hereto attached shall be entitled to any benefit under the Indenture or any indenture supplemental thereto, or shall become valid or obligatory for any purpose until The City National Bank and Trust Company of Kansas City, as the Trustee under the Indenture, or a successor trustee thereunder, shall have signed the form of authentication certificate endorsed hereon.

In witness whereof, United Telephone Company of Iowa has caused this Bond to be signed in its name by its President or a Vice-President and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, and this Bond to be dated ....

United Telephone Company of Iowa,

By ....
President.

Attest:

....
Secretary.

(Form of Coupon for Bonds of Series B)

No. BM .... $..................

On the first day of ...., 19........, United Telephone Company of Iowa, a Delaware corporation, will pay to bearer on surrender of this coupon, at the principal office of the Trustee, The City National Bank and Trust Company of Kansas City, in Kansas City, State of Missouri, ... ($..................) in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage 3.70% Bond, Series B, due October 1, 1985, No. BM ....

This coupon will not be payable if said Bond shall have been called for previous redemption and payment thereof duly provided for.

United Telephone Company of Iowa,

By ....
Treasurer.

(Form of Trustee's Authentication Certificate for Bonds of Series B)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Indenture.

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY,
as Trustee,

By ....
Authorized Officer.

; and

WHEREAS, the Company desires, in accordance with provisions of Articles II and III of the Indenture dated as of April 1, 1953, to execute this First Supplemental Indenture and to make and enter into the agreements hereinafter set forth; and

WHEREAS, the execution and delivery of this First Supplemental Indenture has been duly authorized by the stockholders and the Board of Directors of the Company; and the Company has requested and does hereby request the Trustee to join with the Company in the execution and delivery of this First Supplemental Indenture; and

WHEREAS, since the execution of the Indenture dated as of April 1, 1953, the Company has made extensions, developments, additions and improvements to its telephone lines and systems, and has acquired certain tracts of real estate, and for the better assuring, assigning, conveying and confirming unto the Trustee, all of the additional properties so acquired since the execution of the Indenture dated as of April 1, 1953, hereinabove referred to, the Company desires to execute, acknowledge and deliver further conveyance and mortgage thereof;

Now, Therefore, in consideration of the premises and of the sum of One Dollar ($1.00) duly paid by the Trustee to the Company and of good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of further securing the due and punctual payment of the principal and interest on all bonds that shall be issued under said Indenture and which shall at any time be outstanding thereunder, and for the purpose of further securing the faithful performance and observance of all the covenants and conditions in the Indenture, the Company hereby confirms the Indenture and the Company has given, granted, bargained, sold, transferred, confirmed, pledged, mortgaged, warranted the title to and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, pledge, mortgage, warrant the title to and convey unto The City National Bank and Trust Company of Kansas City, as Trustee, as provided in the Indenture and herein, and its successors in the trusts thereby and hereby created, and to its and their assigns, all the right, title and interest of the Company in and to any and all premises, plants, systems, exchanges, property, leases and leaseholds, franchises, permits, tools, telephone lines, switchboards, stations and substations, and rights and powers of every kind and description, real and personal, acquired by the Company, and all such property hereafter acquired by the Company, together with the rents, issues, products and profits therefrom, since the execution and delivery of the Indenture dated as of April 1, 1953, except such of said benefits or interests therein as may have been released by the Trustee or sold or disposed of in whole or in part as permitted by the provisions of the Indenture.

Without in any way limiting or restricting the generality of the foregoing description, or the foregoing exception and reservation, the Company hereby expressly gives, grants, bargains, sells, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustee, its successor or successors in the trusts of the Indenture and hereby, and its and their assigns, the additional property of the Company located in the State of Iowa described in Schedule A hereto attached and made a part hereof as fully as if set forth herein at length, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

To Have And To Hold all said properties, real, personal and mixed, mortgaged, pledged or conveyed by the Company, as aforesaid, or intended so to be, unto the Trustee and its successors in the trust and their assigns forever, subject, however, to the exceptions, reservations and matters recited in the Indenture, in trust, upon the terms and trusts set forth in the Indenture.

The Company does hereby further covenant and agree as follows, to wit:

Section 1. For all purposes, unless the context otherwise requires, the terms "Indenture" and "this Indenture" shall mean and the terms "herein", "hereof" and similar terms shall refer to the Indenture dated as of April 1, 1953, and this First Supplemental Indenture.

Section 2. (A) *Terms of Series B Bonds.* The Bonds of Series B shall be coupon bonds payable to bearer with the privilege of registration as to principal, or registered bonds without coupons, in substantially the form hereinbefore set forth. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture.

Coupon Bonds of Series B and the initial issue of registered bonds without coupons of Series B shall be dated as of October 1, 1955, and shall bear interest from said date. All Bonds of Series B shall be due on October 1, 1985 and shall bear interest at the rate of three and seventy one-hundredths (3.70%) per centum per annum, to be paid semi-annually on the first day of April and on the first day of October in each year, the first installment of interest being payable on April 1, 1956, until payment of the principal thereof; principal and interest being payable in lawful money of the United States of America, at the principal office of The City National Bank and Trust Company of Kansas City, in Kansas City, Missouri, or its successor in trust under the Indenture.

Definitive coupon Bonds or registered Bonds without coupons of Series B may be issued in the denomination of $1,000 each, or in any multiple of $1,000.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of Series B.

(B) *Redemption Provisions for Series B Bonds.* The Bonds of Series B shall be subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time, at the following redemption prices (expressed in percentages of the principal amount thereof):

If Redeemed During the One Year Period Ending October 1

Year	Percentage	Year	Percentage
1956	103.70 %	1971	101.75 %
1957	103.50 %	1972	101.625%
1958	103.375%	1973	101.50 %
1959	103.25 %	1974	101.375%
1960	103.125%	1975	101.25 %
1961	103 %	1976	101.125%
1962	102.875%	1977	101 %
1963	102.750%	1978	100.875%
1964	102.625%	1979	100.75 %
1965	102.50 %	1980	100.625%
1966	102.375%	1981	100.50 %
1967	102.25 %	1982	100.375%
1968	102.125%	1983	100.25 %
1969	102 %	1984	100.125%
1970	101.875%		

and if redeemed after October 1, 1984 and prior to October 1, 1985, at 100% of such principal amount, together in any case with interest accrued thereon to the date of redemption; upon at least thirty (30) days' prior notice given by publication (unless omitted as provided in Article V of the Indenture) at least once each week (which may be on any secular day of each such week) for four (4) successive calendar weeks (the first publication to be not less than thirty (30) days and not more than sixty (60) days prior to the redemption date in an Authorized Newspaper as defined in the Indenture, and otherwise as provided in Article V of the Indenture; provided, however, that the bonds of Series B shall be subject to redemption in part from time to time in like manner for the sinking fund in Subdivision (C) of this Section 2 of this Supplemental Indenture provided for, and through the application of proceeds of property sold to public bodies, at the principal amount thereof, without premium, together with interest accrued thereon to the date of redemption, in like manner and to the same extent as provided in Subdivision (A) of Section 2.02 of the Indenture dated as of April 1, 1953 with respect to Series A Bonds.

(C) *Sinking Fund for Series B Bonds.* So long as any of the Bonds of Series B shall be outstanding and as and for a sinking fund for the redemption thereof, the Company will pay to the Trustee on March 31 in each year beginning in 1957 an amount equal to one per cent (1%) of the greatest aggregate principal amount of the Bonds of Series B outstanding at any time.

All moneys paid to the Trustee on any particular March 31 shall be applied by the Trustee to the redemption of Bonds of Series B on the next ensuing April 1, at the principal amount thereof, together with accrued interest thereon to the date fixed for such redemption in the manner and with the effect provided in Article VI of the Indenture relating to the Bonds of Series A.

The manner of redeeming Bonds of Series B for the sinking fund and of selecting Bonds of Series B for redemption for the sinking fund shall be governed by the provisions of Article V of the Indenture, unless otherwise provided by written agreement entered into by the Company and the holders of all outstanding Bonds of Series B filed with and approved by the Trustee.

All Series B Bonds purchased or redeemed by the Trustee pursuant to the provisions of Subdivision (C) of this Section 2, and any appurtenant coupons, shall be forthwith cancelled and shall thereafter be delivered by it upon the written order of any officer of the Company, and no Bonds of Series B shall be issued in lieu thereof or to refund the same, nor shall any Bonds of any other series be issued in lieu thereof or to refund the same so long as any of the Bonds of Series B remain outstanding.

(D) No Bonds of any series, other than Series A and Series B, shall, so long as Bonds of Series B shall be outstanding (unless the restriction in this proviso shall be waived by the holders of all outstanding Bonds of Series B), mature by their terms before October 1, 1985 (except in the case of serial maturities, as provided in Section 2.01 of the Indenture), or be entitled to the benefit of any sinking fund or have serial maturities which may together permit or require (disregarding any redemptions or retirements of such Bonds otherwise than through the operation of such sinking fund or on such serial maturities) the retirement of all such Bonds prior to the date of maturity of the Bonds of Series B or the retirement of such Bonds more rapidly than on a pro rata basis with the Bonds of Series B during the period beginning with the date of issue of the first Bonds of such series and ending with the date of maturity of the Bonds of Series B.

Section 3. Section 4.10 of the Indenture (relating to restrictions on dividends) is hereby amended by striking therefrom the words and figures "December 31, 1952", wherever they occur, and inserting in lieu thereof the words and figures "December 31, 1954".

Section 4. Section 4.06 of the Indenture (relating to inspection of physical properties of the Company by an engineer or firm of engineers) is hereby amended by inserting in said section immediately after the words "Series A", wherever they occur, the words "and Series B".

Section 5. The Company agrees to observe and comply with the provisions of Sections 3 and 4 hereof so long as any Bonds of Series A and Series B, issued under and secured by the Indenture and this First Supplemental Indenture shall be outstanding.

Section 6. All the covenants, stipulations, promises and agreements of this First Supplemental Indenture contained by or on behalf of the Company or of the Trustee shall inure to and bind their respective successors and assigns as well as any and all holders of the Bonds, as defined in Section 1.01 of the Indenture.

Section 7. Although this First Supplemental Indenture is dated for convenience and for the purpose of reference as of October 1, 1955, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

Section 8. In order to facilitate the recording or filing of this First Supplemental Indenture, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, United Telephone Company of Iowa has caused this First Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and The City National Bank and Trust Company of Kansas City in token of its acceptance of the trust hereby created has caused this First Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Trust Officer or one of its Assistant Trust Officers; all as of the day and year first above written.

UNITED TELEPHONE COMPANY OF IOWA,

By ....

President

ATTEST:

....

Secretary

Signed, sealed and delivered on behalf of United Telephone Company of Iowa, in the presence of:

Ardith Smith
....

....

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY,

By ....

Vice President

ATTEST:

....

Trust Officer

Signed, sealed and delivered on behalf of The City National Bank and Trust Company of Kansas City, in the presence of:

....

....

$550.00 in United States internal revenue documentary stamps have been affixed to an executed counterpart of this Supplemental Indenture now in the custody of the Trustee herein named, and such stamps have been duly cancelled.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.

BE IT REMEMBERED that on this 25 day of November 1955, before me Lucille A. Head, Notary Public in and for said County of Jackson, in the State of Missouri, personally appeared Alden L. Hart and J. L. Rose, the President and Secretary, respectively of UNITED TELEPHONE COMPANY OF IOWA, a corporation organized and existing under the laws of the State of Delaware, who are personally known to me and personally known to me to be the .... President and .... Secretary, respectively, of said corporation, and the same persons who executed the foregoing instrument as such .... President and .... Secretary and they and each of them duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25 day of November, 1955.

Lucille A. Head
Notary Public

LUCILLE A. HEAD NOTARY PUBLIC JACKSON COUNTY, MO.

My commission expires September 28, 1958

State of Missouri }
County of Jackson } ss.

Be It Remembered that on this 25 day of November 1955, before me Elaine B. Foster Notary Public in and for said County in the State of Missouri, personally appeared J. F. Mack and Theodore S. Chapman, a Vice President and a Trust Officer, respectively, of THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, a banking corporation organized and existing under the laws of the United States of America, who are personally known to me and personally known to me to be a Vice President and a Trust Officer of said corporation and the same persons who executed the foregoing instrument as such Vice President and Trust Officer, and they and each of them duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal this 25 day of November, 1955.

Elaine B. Foster
Notary Public

My commission expires My Commission Expires July 6, 1957

ELAINE B. FOSTER · NOTARY PUBLIC · JACKSON COUNTY, MO.

SCHEDULE A

I

Real Estate

All real property, wherever situated, and all interests in or relating to real property wherever situated, whether such real property and interests therein are now owned by the Company or are hereafter acquired by it,—including, without limiting the generality of the foregoing statement, the following particularly described property in the State of Iowa:

In Adair County

Starting at the Northwest Corner of Lot Five (5) in Block Six (6) Original Town of Bridgewater, Iowa, thence running East along the North line of named Lot for a distance of 20 feet, thence South 25 feet, thence West 20 feet, thence North 25 feet to place of beginning.

In Cedar County

Commence at the Northeast corner of Lot Twelve (12), Block Five (5), Original Town of Stanwood, Cedar County, Iowa, as shown by Plat recorded in Book E, at page 293 in the office of the County Recorder of Cedar County, Iowa, thence South Twenty (20) Feet, thence West Twenty (20) Feet, thence North Twenty (20) Feet, thence East Twenty (20) Feet to the place of beginning.

Part of Lot Eleven (11) in Block Five (5), Original Town of Lowden, Cedar County, Iowa, more particularly described as follows: Commencing at the Southeast corner of said Lot Eleven (11), running thence North 24 feet, thence West 20 feet, thence South to the South line of said Lot Eleven (11), thence Southeasterly to the place of beginning.

In Clinton County

Lot Five (5), Block Two (2), Butterfield's Addition to Welton, Clinton County, Iowa.

The West Twenty-four (24) feet of the North Twenty (20) feet of Lot Four (4) Block Eight (8), Original Town of Low Moor, Iowa.

In Jones County

The South 20 feet of Lot 8, Block 2, except the West 3 feet thereof, of Flannigan & Moore's Addition to Town of Oxford Junction, Iowa.

In Linn County

That part of Lot Four (4), Neidig's Second Addition to the Town of Lisbon, Linn County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of said Lot Four (4), thence North 22 feet, thence West 20 Feet, thence South 22 Feet, thence East 20 Feet to point of beginning.

TELEPHONE EXCHANGES AND SYSTEMS

All and singular the local exchange telephone systems, toll lines and the properties of the Company constructed and acquired since March 31, 1953, including all extensions, developments, additions and improvements to its telephone lines and systems held, owned and possessed on such date.

H. C. KORF
(1876-1936)
E. O. KORF
(1889-1949)
J. N. DIEHL

DALE SWANSON
BEN C. CLAYTON

LAW OFFICES OF
KORF, DIEHL & SWANSON
510-516 MAYTAG BUILDING
NEWTON, IOWA

November 28, 1955

Madison County Recorder
Madison County Courthouse
Winterset, Iowa

Dear Sir:

We enclose in duplicate, for filing as a chattel mortgage, a first supplemental indenture of the United Telephone Company of Iowa to the City National Bank and Trust Company of Kansas City, Trustee, dated October 1, 1955. As soon as the instrument is filed and indexed as a chattel mortgage please call us collect at 60, Newton, Iowa, to report the book and page where the instrument is indexed.

We enclose our check in the amount of 50¢ for the filing fee and request that the filing and indexing information be placed upon the additional copy and returned to us.

Very truly yours,

KORF, DIEHL & SWANSON

~~BY~~ J N Diehl

JND/nc
Enc.3