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Third Supplemental Indenture

UNITED TELEPHONE COMPANY OF IOWA

TO

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY

#4462

TRUSTEE

STATE OF IO
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Filed for record the 5 Dec.
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DATED AS OF NOVEMBER 1, 1961

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This Third Supplemental Indenture, dated as of the first day of November, 1961, 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 April 1, 1953, First Supplemental Indenture dated as of October 1, 1955, and Second Supplemental Indenture dated as of October 1, 1958, executed by the Company,

WITNESSETH:

WHEREAS, the United Telephone Company of Iowa has heretofore entered into an Indenture of Mortgage dated 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, and did thereafter enter into a First Supplemental Indenture dated as of October 1, 1955, and a Second Supplemental Indenture dated as of October 1, 1958, under which Indenture, First Supplemental Indenture and Second Supplemental Indenture Series A, Series B and Series C Bonds have heretofore been issued; and

WHEREAS, it is provided in the Indenture dated 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 $1,750,000, to be secured by the Indenture dated April 1, 1953, the First Supplemental Indenture dated as of October 1, 1955, the Second Supplemental Indenture dated as of October 1, 1958, and this Third Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture") and to be known and designated as First Mortgage 5% Bonds, Series D (hereinafter called the "Bonds of Series D"), limited to the aggregate principal amount of not exceeding $1,750,000; subject to the provisions of Article II of the Indenture dated April 1, 1953, in respect of exchanges and transfers of, and lost, stolen, destroyed and mutilated Bonds.

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

(Form of Registered Bonds of Series D)

No. DR.................... $..........................

UNITED TELEPHONE COMPANY OF IOWA

FIRST MORTGAGE 5% BOND, SERIES D

Due November 1, 1991

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 November 1, 1991 (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 5% per annum, semi-annually, on the first day of May and on the first day of November in each year, the first installment of interest being payable on May 1, 1962, 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 installment 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 April 1, 1953, a First Supplemental Indenture dated as of October 1, 1955, a Second Supplemental Indenture dated as of October 1, 1958, and a Third Supplemental Indenture dated as of November 1, 1961, 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 5% Bonds, Series D (hereinafter called the

"Bonds of Series D"), limited to the aggregate principal amount of not exceeding $1,750,000.

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

The Bonds of Series D 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), and if any of 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; provided, however, if all the Bonds of said series shall be registered Bonds without coupons or coupon Bonds registered as to principal then, at the option of the Company, publication of such notice of redemption with respect to the Bonds of said series may be omitted. If redeemed (i) by the operation of the sinking fund created for the benefit of the Bonds of Series D, 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 D 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 D are redeemable, in like coin or currency, at the following redemption prices (expressed in percentages of the principal amount thereof), except that no redemption shall be made prior to November 1, 1966, directly or indirectly, as a part of, or in anticipation of, any refunding operation involving the incurring of Indebtedness by the Company:

If Redeemed During the One Year Period Ending November 1

Year	Percentage	Year	Percentage
1962	105.00%	1977	102.10%
1963	104.80%	1978	101.95%
1964	104.60%	1979	101.80%
1965	104.40%	1980	101.65%
1966	104.20%	1981	101.50%
1967	104.00%	1982	101.35%
1968	103.80%	1983	101.20%
1969	103.60%	1984	101.05%
1970	103.40%	1985	100.90%
1971	103.20%	1986	100.75%
1972	103.00%	1987	100.60%
1973	102.80%	1988	100.45%
1974	102.60%	1989	100.30%
1975	102.40%	1990	100.15%
1976	102.25%		

and if redeemed after November 1, 1990, and prior to November 1, 1991, 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 cancellation 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 D in an authorized denomination or denominations, of a like aggregate principal amount; and the registered holder of any registered Bond or Bonds of Series D may surrender the same as aforesaid at said office in exchange for a like aggregate principal amount of Bonds of Series D of like form, of other authorized denominations, or of coupon Bonds of Series D 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 D)

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

No. DM______ $1,000

UNITED TELEPHONE COMPANY OF IOWA

FIRST MORTGAGE 5% BOND, SERIES D

Due November 1, 1991

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 November 1, 1991 (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 5% per annum, semi-annually, on the first day of May and on the first day of November in each year, the first installment of interest being payable on May 1, 1962, 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 installment 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 D 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 D 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 November 1, 1961.

United Telephone Company of Iowa,

By ....

President.

Attest:

....

Secretary.

(Form of Coupon for Bonds of Series D)

No. DM .... $....................

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 5% Bond, Series D, due November 1, 1991, No. DM ....

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 D)

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 April

1, 1953, to execute this Third Supplemental Indenture and to make and enter into the agreements hereinafter set forth; and

WHEREAS, the execution and delivery of this Third 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 Third Supplemental Indenture; and

WHEREAS, since the dates of the Indenture dated April 1, 1953, the First Supplemental Indenture dated as of October 1, 1955, and the Second Supplemental Indenture dated as of October 1, 1958, 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, 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 April 1, 1953, the First Supplemental Indenture dated as of October 1, 1955, and the Second Supplemental Indenture dated as of October 1, 1958, 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 April 1, 1953, the First Supplemental Indenture dated as of October 1, 1955, the Second Supplemental Indenture dated as of October 1, 1958, and this Third Supplemental Indenture.

Section 2. (A) *Terms of Series D Bonds.* The Bonds of Series D 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 D and the initial issue of registered Bonds without coupons of Series D shall be dated as of November 1, 1961, and shall bear interest from said date. All Bonds of Series D shall be due on November 1, 1991, and shall bear interest at the rate of five per centum (5%) per annum, to be paid semi-annually on the first day of May and on the first day of November in each year, the first installment of interest being payable on May 1, 1962, until the principal thereof shall become due and payable and shall bear interest on any overdue principal and (to the extent permitted by law) on any overdue installment of interest at the rate of six per centum (6%) per annum; principal of, and premium (if any) and interest on, the Bonds of Series D shall be payable at the principal office of the Trustee in Kansas City, Missouri, 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.

The Bonds of Series D shall be issuable as coupon Bonds registrable as to principal, in the denomination of one thousand dollars ($1,000), the Bonds of such denomination to be numbered consecutively DM1 upwards, and also as registered Bonds without coupons in the denominations of one thousand dollars ($1,000), and any multiple thereof, numbered DR1 upwards.

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 D.

(B) *Redemption Provisions for Series D Bonds.* The Bonds of Series D 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), except that no redemption shall be made prior to November 1, 1966, directly or indirectly, as a part of, or in anticipation of, any refunding operation involving the incurring of Indebtedness by the Company:

If Redeemed During the One Year Period Ending November 1

Year	Percentage	Year	Percentage
1962	105.00%	1977	102.10%
1963	104.80%	1978	101.95%
1964	104.60%	1979	101.80%
1965	104.40%	1980	101.65%
1966	104.20%	1981	101.50%
1967	104.00%	1982	101.35%
1968	103.80%	1983	101.20%
1969	103.60%	1984	101.05%
1970	103.40%	1985	100.90%
1971	103.20%	1986	100.75%
1972	103.00%	1987	100.60%
1973	102.80%	1988	100.45%
1974	102.60%	1989	100.30%
1975	102.40%	1990	100.15%
1976	102.25%		

and if redeemed after November 1, 1990, and prior to November 1, 1991, at 100% of such principal amount, together in any case with interest accrued thereon to the date of redemption; 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), and if any of 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; provided, however, if all the Bonds of said series shall be registered Bonds without coupons or coupon Bonds registered as to principal, then, at the option of the Company, publication of such notice of redemption with respect to the Bonds of said series may be omitted; provided, further, that the Bonds of Series D shall be subject to redemption in part from time to time in like manner (i) for the sinking fund in Subdivision (C) of this Section 2 of this Third Supplemental Indenture provided for, or (ii) through the application of proceeds of property sold to governments or municipal corporations or other governmental subdivisions or governmental bodies, authorities or agencies, 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 April 1, 1953 with respect to Series A Bonds.

(C) *Sinking Fund for Series D Bonds.* So long as any of the Bonds of Series D shall be outstanding and as and for a sinking fund for the redemption thereof, the Company will pay to the Trustee on October 31, in each year beginning in 1962 an amount equal to one per cent (1%) of the greatest aggregate principal amount of the Bonds of Series D outstanding at any time, together with an amount sufficient to pay accrued interest to the date fixed for redemption of the Bonds of Series D so called for redemption.

All moneys paid to the Trustee on any particular October 31 shall be applied by the Trustee to the redemption of Bonds of Series D on the next ensuing November 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 D for the sinking fund and of selecting Bonds of Series D 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 D.

Promptly after September 15 in each year, beginning with the year 1962, the Trustee shall proceed to select in the manner provided in Article V, Bonds of Series D in the aggregate principal amount equal to one per cent (1%) of the greatest aggregate principal amount of the Bonds of Series D outstanding at any time, for redemption, on the next ensuing November 1, and, for and on behalf of the Company, shall give notice in the name of the Company and in the manner and with the effect provided in Article V, of the redemption for the Sinking Fund of the Bonds of Series D so selected.

All Series D 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 D 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 D remain outstanding.

(D) No bonds of any future series shall, so long as Bonds of Series D shall be outstanding (subject to the restrictions of the Series A, Series B and Series C Bonds and unless the restriction in this proviso shall be waived by the holders of all outstanding Bonds of Series D), mature by their terms before November 1, 1991 (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 D or the retirement of such Bonds more rapidly than on a pro rata basis with the Bonds of Series D 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 D.

Section 3. That so long as any of the Bonds of Series D are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock) or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase, or other acquisition, the sum of (a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to June 30, 1961, plus (b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisitions of any shares of its capital stock, of any class, subsequent to December 12, 1961, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to December 12, 1961, shall not be in excess of the sum of $300,000, plus the Net Income of the Company for the period from July 1, 1961, to the date of such dividend, distribution, purchase or other acquisition; provided, however, that notwithstanding the foregoing restrictions the Company may pay cash dividends and make sinking fund payments on any preferred stock of the Company at any time issued and outstanding which may be required by the terms hereof.

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 "Series B, Series C or Series D".

Section 5. All the covenants, stipulations, promises and agreements of this Third 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 6. Although this Third Supplemental Indenture is dated for convenience and for the purpose of reference as of November 1, 1961, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

Section 7. In order to facilitate the recording or filing of this Third 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 Third 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 Third 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; all as of the day and year first above written.

United Telephone Company of Iowa,

By P. H. Henson
~~Vice~~ President

Attest:

Dee Adams
Secretary

The City National Bank and Trust Company of Kansas City,

By Thomas A. Purcell
Vice President

Attest:

Cyrus E. Ricketts
Assistant Secretary

$1925.00 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 29th day of November 1961, before me VIOLA KATHLEEN PRUNTY Notary Public in and for said County of Jackson, in the State of Missouri, personally appeared P. H. Henson and Lee Adams, the Vice 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 Vice President and .... Secretary, respectively, of said corporation, and the same persons who executed the foregoing instrument as such Vice 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 29th day of November, 1961.

Viola Kathleen Prunty
Notary Public

My commission expires:

My Commission Expires March 30, 1963

STATE OF MISSOURI }
COUNTY OF JACKSON } SS.

BE IT REMEMBERED that on this 29th day of November, 1961, before me VIOLA KATHLEEN PRUNTY Notary Public in and for said County of Jackson, in the State of Missouri, personally appeared Thomas A. Purcell and Cyrus E. Ricketts, a Vice President and an Assistant Secretary, 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 an Assistant Secretary of said corporation and the same persons who executed the foregoing instrument as such Vice President and Assistant 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 29th day of November, 1961.

Viola Kathleen Prunty
Notary Public

My commission expires:

My Commission Expires March 30, 1963

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:

Adair County

Commencing at Southeast Corner of Lot 1 in Block 20 in Chicago Rock Island & Pacific Railroad Addition to the Town of Adair, Adair County, Iowa, running thence North 24 Feet, thence West 40 Feet, thence South 24 Feet, thence East 40 Feet to the place of beginning.

Butler County

The Northeasterly 50 Feet of the Southeasterly 40 Feet of Lot 9, Block 4, in the Original Town of Greene, Butler County, Iowa.

North 30 Feet of the South 82 Feet of Lots 6, 7 & 8. West 20 Feet of North 30 Feet, the South 82 Feet of Lot 5 in Block 75, Aplington, Butler County, Iowa.

Fayette County

A tract of land described as beginning at the Northeast Corner of Lot 11, running thence South 22 Feet, thence East 16 Feet, thence North 22 Feet, thence West 16 Feet to the point of beginning all located in Lot 11, Block 5 of the Town of Westgate, Fayette County, Iowa.

Grundy County

The West 24 Feet of Lot 12 in Block 10 in the Original Plat of Wellsburg, Grundy County, Iowa.

Guthrie County

West 36 Feet of Lot 8 and the West 36 Feet of the South 26 Feet of Lot 7, the West 20 Feet of the North 40 Feet of Lot 7 all in Block 20 of the Original Town of Guthrie Center, Guthrie County, Iowa.

Jackson County

The middle ⅓ of Lot 56 of the Original Town of Bellevue, Jackson County, Iowa, being a tract 22 Feet in width and 120 Feet in length.

Jasper County

The East 25 Feet of Lots 11 and 12 of Block 2 in the Town of Mingo, Jasper County, Iowa.

West 43 Feet of width of Lot 4, Block 27 in the City of Newton, Jasper County, Iowa.

Jefferson County

Lot 6 except the West 16 Feet thereof, in Block 15, Old Plat to the City of Fairfield, Jefferson County, Iowa.

West 22 Feet of Lot 7 except the North 28 Feet thereof in Block 15 Old Plat to the City of Fairfield, Jefferson County, Iowa, together with an easement of Right-of-Way across the West 5 Feet of the West 44 Feet of the South 10 Feet of Said Lot 7, Block 15, Old Plat to the City of Fairfield, Jefferson County, Iowa.

Monroe County

Lot 4 in Block 31 of the Third Survey of the City of Albia, Monroe County, Iowa.

Commencing 942.29 Feet South and 750.75 Feet East of the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 4, Township 71 N., Range 19 W. of the Fifth principal Meridian, Monroe County, Iowa, running thence West a distance of 45 Feet, thence North 24 Feet, thence East to a point on a line running North 32 degrees West from the point of beginning, thence in a Southeasterly direction along said line to a point of beginning. (Town of Melrose)

Pottawattamie County

Lot 7 and East 9 Feet of Lot 8, subdivision Block 4, Allen's Addition to the Town of Avoca, Pottawattamie County, Iowa.

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.