SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of Illinois upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated as of June 1, 1940 of Illinois Commercial Telephone Company (later named General Telephone Company of Illinois) to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of the Midwest upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated [illegible] Company (later named General Telephone Company of Missouri and General Telephone Company of the Midwest) to Continental Illinois National Bank and Trust Company of Chicago (pursuant to merger with City National Bank and Trust Company of Chicago) and Commerce Bank of Kansas City, N.A. (formerly named Commerce Bank of Kansas City and Commerce Trust Company), as Trustees, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of Michigan upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated as of November 1, 1938 of Michigan Associated Telephone Company (later named General Telephone Company of Michigan) to Continental Illinois National Bank and Trust Company of Chicago and M. J. Kruger (originally Harold P. Smith), as Trustees, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of Ohio upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated

as of September 1, 1946 of Ohio Associated Telephone Company (later named General Telephone Company of Ohio) to City National Bank (Successor by merger to The National City Bank of Cleveland), as Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of Pennsylvania upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated as of July 1, 1945 of Pennsylvania Telephone Corporation (later named General Telephone Company of Pennsylvania) to Bankers Trust Company, as Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

SUBJECT NEVERTHELESS, as to the properties acquired from General Telephone Company of Wisconsin upon the merger of that corporation into the Company on March 31, 1987, and as to properties hereafter acquired that may be subject to the lien of the indenture of said corporation hereinbelow mentioned, to the lien of the Indenture dated as of October 1, 1940 of Commonwealth Telephone Company (later named General Telephone Company of Wisconsin) to Continental Illinois National Bank and Trust Company of Chicago and M. J. Kruger (originally Harold P. Smith), as Trustees, as said indenture has been or hereafter may be supplemented and amended by supplemental indenture, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Twenty-Fourth Supplemental Indenture, in such manner that the lien thereof shall be more extensive as to classes or kinds of property covered thereby.

ARTICLE 1

Terms and Conditions of First Mortgage Bonds,
8 1/2% Series Due 2031

1. There shall be and is hereby established a series of bonds designated "8 1/2% Series Due 2031", each of which which shall bear the descriptive title "First Mortgage Bonds, 8 1/2% Series Due 2031", said bonds being sometimes hereinafter referred to as the "Bonds of the Series Due 2031"; and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. All bonds of said series shall mature on December 15, 2031 and shall be issued in the form of registered bonds, which bonds

shall be numbered as the Company may from time to time determine, and shall be in the denominations of $1,000 and integral multiples thereof.

The Bonds of the Series Due 2031 shall bear interest at the rate of 8 1/2% per annum, payable semi-annually on June 15 and December 15 in each year; both the principal of and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the City of Chicago, Illinois, provided, that interest may be payable, at the option of the Company, by check mailed to the registered address of the person entitled thereto as such address shall appear on the registry books.

Interest on each Bond of the Series Due 2031 shall accrue from the date thereof, unless such date is an interest payment date and the Company shall default in the interest due on such date, in which case such interest shall accrue from the fifteenth day of June or the fifteenth day of December next preceding the date thereof. Notwithstanding the provisions of Section 12 of the Original Indenture as supplemented and amended, the Bonds of the Series Due 2031 shall be dated as of the last interest payment date preceding the date of authentication to which interest has been paid on such Bonds, except that (i) if any such Bond shall be authenticated on any interest payment date to which interest has been paid, it shall be dated as of the date of such authentication, (ii) if any such Bond shall be authenticated prior to the close of business on the record date (as hereinafter in this Section 1 defined) with respect to the first interest payment date for the Bonds of the Series Due 2031, such Bond shall be dated as of December 15, 1991, and (iii) if any such Bond shall be authenticated after the close of business on the record date with respect to any interest payment date and prior to such interest payment date and there is no existing default in the payment of interest on the Bonds of the Series Due 2031 such Bond shall be dated as of such interest payment date. The first interest payment date for the Bonds of the Series Due 2031 shall be June 15, 1992.

The person in whose name any Bond of the Series Due 2031 is registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date (unless there is an existing default in the payment of interest on the Bonds of the Series Due 2031 at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds of the Series Due 2031 are registered at the close of business on the day preceding the date of payment of such defaulted interest or at the close of business on the special record date fixed for the payment of such defaulted interest if one shall have been fixed as hereinafter provided. Such special record date may be established by or on behalf of the Company by

notice given by mail, first class postage prepaid, to holders of Bonds of the Series Due 2031 at their last addresses as they appear upon the bond registry books not less than 10 days preceding such special record date, which special record date shall be not more than 30 days prior to such date of payment. In the event that any Bond of the Series Due 2031 is called for redemption and the redemption date is subsequent to a record date with respect to any interest payment date and prior to such interest payment date, interest on such Bond will be paid to the holder of such Bond. The term "record date" as used in this Section 1 with respect to any regular interest payment date shall mean the May 31 or November 30, as the case may be, next preceding such interest payment date, whether or not such May 31 or November 30 is a business day.

The second sentence of Section 11 of the Restated Amended Indenture shall not be applicable to Bonds of the Series Due 2031.

Bonds of the Series Due 2031 shall be exchangeable for bonds of the same series of other authorized denominations having the same aggregate principal amount, all in the manner and upon the conditions prescribed in Section 14 of the Restated Amended Indenture. Such bonds shall be so exchangeable at the principal office of the Trustee, in the City of Chicago, Illinois, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

Bonds of the Series Due 2031 may be transferred at the principal office of the Trustee, in the City of Chicago, Illinois, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

The last sentence of Section 14 of the Restated Amended Indenture shall not be applicable to the Bonds of the Series Due 2031. The Company shall not be required to make transfers or exchanges of Bonds of the Series Due 2031 for a period of not more than five business days next preceding the mailing of any notice of redemption or to transfer or exchange any such bond, or the portion thereof, which shall have been designated for redemption.

Notwithstanding the provisions of the fourth sentence of Section 14 of the Restated Amended Indenture, no service charge shall be made for any exchange or transfer of Bonds of the Series Due 2031, but the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge.

Any or all of the Bonds of the Series Due 2031 shall be redeemable at the option of the Company, at the time and from time to time after December 15, 2001 and prior to maturity, by the payment of the redemption price as specified in the form set forth herein for the Bonds of the Series Due 2031, together with accrued interest to the date of redemption; except that the Bonds of the Series Due 2031 may be redeemed at the option of a successor corporation pursuant to the terms of the Restated Amended Indenture by the substitution of bonds of such successor corporation.

Notice of redemption of Bonds of the Series Due 2031 shall be given by mail, first class postage prepaid, not less than thirty and not more than forty-five days prior to the date of redemption, to the holders of the Bonds of the Series Due 2031 which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds of the Series Due 2031 to be redeemed shall be selected by the Trustee by such method as it shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to $1,000 or an integral multiple thereof) of the principal of Bonds of the Series Due 2031 of a denomination larger than $1,000. The last two sentences of Section 55 of the Restated Amended Indenture shall not be applicable to the Bonds of the Series Due 2031, but if any Bond of the Series Due 2031 of a denomination larger than $1,000 shall be surrendered in connection with a redemption of a portion thereof only, a Bond or Bonds of the Series Due 2031 for the unpaid balance of the principal amount of the bond so surrendered shall be executed by the Company and authenticated and delivered by the Trustee without charge to the bondholder therefor. The references in the second paragraph of Section 53 and in Section 55 of the Restated Amended Indenture to the publication of notice of redemption or written acknowledgment of written notice of redemption and the reference to notice of intention to redeem in the first sentence of Section 54 of the Restated Amended Indenture, shall be deemed, with respect to the Bonds of the Series Due 2031, to refer to the due mailing, as in this paragraph provided, of notice of redemption, and the reference in the first paragraph of Section 53 of the Restated Amended Indenture to the selection of bonds (or portions thereof) to be redeemed in case of redemption of a part only of any series, shall be deemed, with respect to the Bonds of the Series Due 2031, to refer also to the method of selection provided for in this paragraph; otherwise than as provided in this Section 1, the provisions of Section 53, 54 and 55 of the Restated Amended Indenture shall be applicable to the Bonds of the Series Due 2031.

In each purchase by the Trustee of a part of the Bonds of the Series Due 2031 pursuant to Section 56 of the Restated Amended Indenture, the Trustee shall, in lieu of publishing the notice provided for in said Section 56, mail such notice to each of the holders of said series of Bonds, first class postage prepaid, not less than thirty days prior to the date specified in the notice for receipt of written proposals; otherwise the provisions of Section 56 of the Restated Amended Indenture shall be applicable to the Bonds of the Series Due 2031.

To the extent not expressly provided by this Supplemental Indenture, the Bonds of the Series Due 2031 shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Restated Amended Indenture.

2. The Bonds of the Series Due 2031 and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 17 of the Restated Amended Indenture) to be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF THE SERIES DUE 2031]

GTE North Incorporated

First Mortgage Bond, 8 1/2% Series Due 2031

No. T-..... $.....

GTE North Incorporated (formerly named "General Telephone Company of Indiana, Inc."), a Wisconsin corporation (hereinafter called the "Company"), successor to "General Telephone Company of Indiana, Inc." (formerly named "Indiana Associated Telephone Corporation"), for value received, hereby promises to pay to ....., or registered assigns, the principal sum of ..... Dollars on the fifteenth day of December, 2031 and to pay interest on said sum at the rate of 8 1/2% per annum, payable semi-annually on the fifteenth day of June and the fifteenth day of December in each year, until the principal hereof shall have become due and payable. Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the fifteenth day of June or the fifteenth day of December next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond (or any bond or bonds evidencing the same debt) is registered at the close of business on the thirty-first day of May or the thirtieth day of November, as the case may be (whether or not such day is a business day), next preceding such interest payment date. Both the principal of and the interest on this bond shall be payable at the office or agency of the Company in the City of Chicago, Illinois, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, provided, that interest may be payable, at the option of the Company, by check mailed to the registered address of the person entitled thereto as such address shall appear on the registry books.

This Bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, GTE North Incorporated has caused this Bond to be executed in its name manually or by facsimile by its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof to be hereto affixed and attested manually or by facsimile by its Secretary or one of its Assistant Secretaries.

Dated _____

GTE North Incorporated

By_____
Vice President

Attest:

_____
Secretary

On each of the bonds of this series (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to wit:

Trustee's Certificate

This bond is one of the bonds of the series designated therein, described in the within mentioned Indenture.

The First National Bank of Chicago,
As Trustee

By_____
Authorized Officer

ILLINOIS COMMERCE COMMISSION
Identification No. 5675

[FORM OF REVERSE OF BOND OF THE SERIES DUE 2031]

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an Indenture of Mortgage and Deed of Trust dated February 1, 1940, given by the Company to The First National Bank of Chicago (hereinafter called the "Trustee"), and Robert L. Grinnell (R. D. Manella being successor Co-Trustee), as Trustees, as supplemented and amended by supplemental indentures, and as further amended and restated by the Twenty-Third Supplemental Indenture dated as of March 31, 1987 (said indenture as so supplemented and amended being hereinafter called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders of said bonds and of the Trustees and of the Company in respect of such security. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided. Upon notice given by mail, first class postage prepaid, not less than thirty days and not more than forty-five days prior to the

date of redemption, any or all of the First Mortgage Bonds, 8 1/2% Series Due 2031, of which this is one, may be redeemed by the Company at the redemption prices (expressed in percentage of principal amount), at any time and from time to time during the respective twelve months' periods commencing on December 15 of the respective years indicated:

Year	Redemption Price	Year	Redemption Price	Year	Redemption Price
2001	104.88%	2011	102.44%	2021	100.00%
2002	104.64%	2012	102.20%	2022	100.00%
2003	104.39%	2013	101.95%	2023	100.00%
2004	104.15%	2014	101.71%	2024	100.00%
2005	103.90%	2015	101.46%	2025	100.00%
2006	103.66%	2016	101.22%	2026	100.00%
2007	103.42%	2017	100.98%	2027	100.00%
2008	103.17%	2018	100.73%	2028	100.00%
2009	102.93%	2019	100.49%	2029	100.00%
2010	102.68%	2020	100.24%	2030	100.00%

together in each case with accrued interest to the date fixed for redemption; except that Bonds of this series may be redeemed at the option of a successor corporation pursuant to the terms of the Indenture by the substitution of bonds of such successor corporation.

In case of certain defaults specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture. No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, officer or director, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture. This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the City of Chicago, Illinois, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender and cancellation of this bond and upon any such transfer a new registered bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustees may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment as herein provided of or on account of the principal and interest due hereon and for all other purposes. Bonds of this series shall be exchangeable for bonds of the same series of other authorized denominations having the same

aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. Bonds of this series issued upon any exchange or transfer will be dated and will bear interest as provided in the Indenture.

As provided in, and to the extent permitted by, the Indenture, the provisions thereof may be modified with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the bonds outstanding thereunder, including the consent of 100% in aggregate principal amount of the holders of bonds of series issued prior to the issuance of the First Mortgage Bonds, 6 3/8% Series Due 1998, provided that no such modification may be made without the consent of the holder of each outstanding bond affected thereby which shall (a) extend the fixed maturity of any bonds or reduce the principal thereof or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, or (b) modify (except to increase the specified percentage) any of the provisions relating to such consents, or (c) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture, except as therein expressly permitted, or (d) deprive the holder of any bond then outstanding of the lien thereby created.

ARTICLE II

Miscellaneous.

Except as otherwise expressly provided in this Twenty-Fourth Supplemental Indenture or in the form of the Bonds of the Series Due 2031 or as otherwise clearly required by the context hereof or thereof, the term "Indenture" and all other terms used herein or in said form of bonds that are defined in the Restated Amended Indenture shall have the several meanings respectively assigned to them thereby.

The Restated Amended Indenture as supplemented by this Twenty-Fourth Supplemental Indenture is in all respects ratified and confirmed; and this Twenty-Fourth Supplemental Indenture and all the provisions contained herein shall be deemed part of the Restated Amended Indenture, in the manner and to the extent herein and therein provided.

The recitals herein contained are made by the Company and not by the Trustees.

This Twenty-Fourth Supplemental Indenture may be simultaneously executed in several counterparts, and all said counterparts, executed and delivered each as an original, shall constitute but one and the same instrument.

The address of the Trustee from which information concerning the security interest provided by the Restated Amended Indenture as supplemented by this Twenty-Fourth Supplemental Indenture may be obtained is One First National Plaza, Mail Suite 0126, Chicago, Illinois 60670-0126, and the mailing address of the Company is P.O. Box 407, Westfield, Indiana 46074.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, and the respective corporate seals, of the parties hereto who are corporations, to be hereunto affixed and attested, all as of the day and year first above written.

GTE North Incorporated

By _____
Roger L. Utzinger *Vice President*

Attest:

_____
Dale E. Sporleder *Secretary*

Executed by GTE North Incorporated
in the presence of:

GTE North Incorporated
— SEAL —

_____

_____
Witnesses.

The First National Bank of Chicago

_____
R. J. Bruner
Vice President

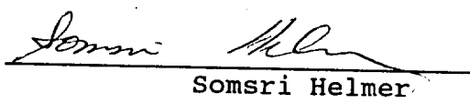
_____
J. T. Cahill *Trust Officer*



Executed by The First National Bank of Chicago in the presence of:

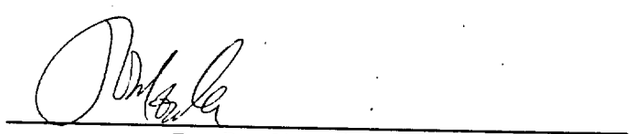


Eydie A. Wrobel



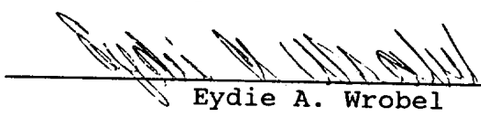
Somsri Helmer

Witnesses.

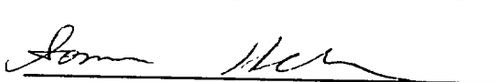


R. D. Manella

Executed by R. D. Manella in the presence of:



Eydie A. Wrobel



Somsri Helmer

Witnesses.

STATE OF INDIANA }
} ss:
COUNTY OF HAMILTON }

I, MARY J. EVERITT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that on this day the foregoing instrument of writing from GTE North Incorporated to The First National Bank of Chicago and R. D. Manella was produced to me in the county aforesaid by Roger L. Utzinger, Vice President of GTE North Incorporated; and I further certify that Roger L. Utzinger, Vice President of GTE North Incorporated, a Wisconsin corporation, and Dale E. Sporleder, Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, and who are both personally known to me to be Vice President and Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that one of the seals affixed to the said instrument is the corporate seal of the said GTE North Incorporated and was affixed by order of the Board of Directors of said corporation, and that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of December, 1991.

Mary J. Everitt *Notary Public*

My Commission expires May 12, 1993.

STATE OF ILLINOIS }
} ss:
COUNTY OF COOK }

I, Noreen T. Scaife, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that I am not an officer or director of The First National Bank of Chicago; and I further certify that on this day the foregoing instrument of writing from GTE North Incorporated to The First National Bank of Chicago and R. D. Manella was produced to me in the county aforesaid by the parties; and I further certify that R. J. Bruner, Vice President of The First National Bank of Chicago, a national banking association organized and existing number the laws of the United States of America, and J. T. Cahill, Trust Officer of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, and who are both personally known to me to be the Vice President and Trust Officer, respectively, of said corporation, appeared before me this day in person and severally acknowledged that one of the seals affixed to the said instrument is the corporate seal of the said The First National Bank of Chicago and was affixed by authority of the By-Laws of said corporation, and that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Trust Officer, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of December, 1991.

Noreen T. Scaife *Notary Public*

My Commission expires November 19, 1994.

" OFFICIAL SEAL "
NOREEN T SCAIFE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 11/19/94

STATE OF ILLINOIS }
} ss:
COUNTY OF COOK }

I, Noreen T. Scaife, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that on this day the foregoing instrument of writing was produced to me in the county aforesaid by the parties, and I further certify that R. D. Manella, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of December, 1991.

Noreen T. Scaife *Notary Public*

My Commission expires November 19, 1994.

" OFFICIAL SEAL "
NOREEN T SCAIFE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 11/19/94

This instrument was prepared by:

Dale E. Sporleder
Attorney
Westfield, Indiana