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GTE MIDWEST INCORPORATED

TO

BANK OF AMERICA ILLINOIS
AND
COMMERCE BANK OF KANSAS CITY, N.A.,
Trustees

68-356

For Release, See Book 141
Page 120 8-11-98

TWELFTH SUPPLEMENTAL INDENTURE
and
INDENTURE OF ASSUMPTION

Dated as of April 1, 1993

Supplementing and Amending Indenture of Mortgage
Dated as of November 1, 1954

FILE No. 118-2601
RECORDING FEE $ 61.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF April, 1995 AT 12:26 O'CLOCK P M. BOOK 5 PAGE 134

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc. CM 31

DELAWARE Co IA

THIS TWELFTH SUPPLEMENTAL INDENTURE AND INDENTURE OF ASSUMPTION, dated as of April 1, 1993, made and entered into by and between GTE MIDWEST INCORPORATED, a corporation organized and existing under the laws of the state of Delaware (hereinafter sometimes called the "Company"), and BANK OF AMERICA ILLINOIS, an Illinois banking corporation (successor to Continental Bank, an Illinois banking corporation, formerly Continental Bank, National Association, formerly Continental Illinois National Bank and Trust Company of Chicago, successor to City National Bank and Trust Company of Chicago) and having its principal place of business in the City of Chicago, Illinois (hereinafter sometimes called the "Trustee"), as Trustee and COMMERCE BANK OF KANSAS CITY, N.A., a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Kansas City, Missouri (hereinafter sometimes called the "Co-Trustee," the Trustee and the Co-Trustee hereinafter sometimes called the "Trustees"), as Trustees under the Indenture referred to below.

WITNESSETH THAT:

WHEREAS, General Telephone Company of the Midwest executed and delivered to the Trustees its Indenture dated as of November 1, 1954 (hereinafter called the "Original Indenture") for the purpose of securing the First Mortgage Bonds of General Telephone Company of the Midwest issued and to be subsequently issued. Ten Supplemental Indentures, which supplement and amend the Original Indenture (hereinafter collectively called the "Indenture") were thereafter executed and delivered to the Trustees; and

WHEREAS, effective as of March 31, 1987, General Telephone Company of the Midwest was merged with and into GTE MTO Inc., who executed and delivered to the Trustees, an Eleventh Supplemental Indenture and Indenture of Assumption dated as of March 31, 1987, for the purposes of evidencing the assumption of liability by GTE MTO Inc. and closing the Indenture to the further issuance of new bonds. On November 1, 1987, GTE MTO Inc. changed its name to GTE North Incorporated; and

WHEREAS, effective at the close of business on March 31, 1993, GTE North Incorporated, as authorized by its Board of Directors, transferred, assigned, conveyed and delivered all of its property located within the states of Kansas, Iowa, Minnesota, Missouri and Nebraska to GTE Midwest Incorporated; and

WHEREAS, the Company is not required to file reports with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended; and

WHEREAS, pursuant to Section 12.06 of the Indenture the Company, when authorized by a resolution of the Board of Directors, and the Trustee may, without the consent of the holders of the bonds then outstanding, at any time enter into an indenture supplemental to the Indenture for, among other things, the purpose

of adding to the covenants of the Company further covenants and curing any ambiguous provision contained in the Indenture; and

WHEREAS, the Company is desirous of amending the Indenture for the purpose of adding to the covenants of the Company contained in Section 13.03 of the Indenture certain further covenants and curing an ambiguous provision contained in Section 13.04(d) of the Indenture; and

WHEREAS, the Company also desires and has requested the Trustees to join in the execution of this Twelfth Supplemental Indenture and Indenture of Assumption in accordance with the provisions of the Indenture for the purpose of evidencing the assumption of liability by the Company for performance of the terms of the Indenture and reaffirming the closing of the Indenture, as hereinafter provided; and

WHEREAS, the Board of Directors by resolution has duly authorized the execution and delivery of this Twelfth Supplemental Indenture and Indenture of Assumption; and

WHEREAS, all acts and proceedings required by law and by the articles of incorporation and bylaws of the Company necessary to validate and render binding upon the Company in accordance with its terms this Twelfth Supplemental Indenture and Indenture of Assumption have been done and taken.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) duly paid by the Trustees to the Company and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Company and the Trustees agree as follows:

ARTICLE I

ASSUMPTION OF LIABILITY

SECTION 1. The Company hereby covenants and agrees that it will (a) duly and punctually pay the principal and interest of all bonds issued under the Indenture according to their terms, (b) duly and punctually perform all the covenants and agreements of the Indenture binding upon GTE North Incorporated, its predecessor, General Telephone Company of the Midwest, and its successors, and (c) maintain, protect and preserve the lien and priority of lien of the Indenture, the security afforded thereby, and the rights and powers of the Trustees and bondholders thereunder.

SECTION 2. It is agreed that neither the Indenture nor this Twelfth Supplemental Indenture and Indenture of Assumption shall become or be a lien upon any of the properties or franchises of the Company except (a) those acquired by it from GTE North Incorporated and property appurtenant thereto and property which the Company shall hereafter acquire or construct which shall form an integral part or be essential to the use or operation of any property now or hereafter subject to the lien of the Indenture, (b) the property

additions to or about the plants or properties of the Company made and used by it as the basis for the withdrawal of cash or the release of property under the Indenture as therein provided, and (c) such franchises, repairs, renewals, replacements and additional property as may be acquired by the Company to maintain the property mortgaged and pledged under the Indenture in good repair, working order and condition as an operating system or systems and to comply with any covenant or agreement of the Indenture to be kept or performed by the Company.

ARTICLE II

CLOSING OF INDENTURE REAFFIRMATION

SECTION 1. It is hereby reaffirmed that the Indenture was closed as of March 31, 1987, and that no additional bonds will be issued under the Indenture and no additional indebtedness in any manner will be secured thereby. However, as stated in the Eleventh Supplemental Indenture and Indenture of Assumption, nothing herein contained shall prevent the issuance of bonds under the Indenture to make replacements of any mutilated, lost, stolen or destroyed bonds or to effect such transfers and exchanges of bonds as may be permitted by the Indenture.

ARTICLE III

AMENDMENTS TO THE INDENTURE

SECTION 1. The Indenture is hereby amended to the extent and with the effect that Section 13.03 thereof shall read as shown below. Language amending the said section is reflected by bold type.

SECTION 13.03. The Company covenants and agrees:

(1) To file with the Trustee, within 15 days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the Securities and Exchange Commission, **if and only to the extent required by said Commission pursuant to the rules, regulations and no-action letters of said Commission in effect at such time,** such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) To file with the Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in the Indenture as may be required from time to time by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Sections 14.04 and 14.05 of Article Fourteen hereof, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but, subject to said rules and regulations, no such certificate or opinion shall be required as to any matter specified in clauses (A), (B) or (C) of subparagraph (c) of Section 14.04 of Article Fourteen hereof;

(3) To transmit to the holders of bonds outstanding under the Indenture in the manner and to the extent provided in subparagraph (c) of Section 13.04 of this Article with respect to reports pursuant to subparagraph (a) of said Section 13.04, such summaries of any information, documents, and reports required to be filed by the Company pursuant to subparagraphs (1) and (2) of this Section as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

(4) If filings with the Securities and Exchange Commission are not required pursuant to subsection (1) or (2) of this Section 13.03, to keep proper books of record and accounts in which full and correct entries will be made of all dealings or transactions of, or in relation to, the business and affairs of the Company, and the Company will prepare financial statements in accordance with generally accepted accounting principles consistently applied as such principles are applied (except for changes disclosed in the financial statements furnished to the Trustee pursuant to this subsection (4) and concurred in by the independent public accountants referred to in subclause (B) of this subsection (4)), and will furnish to the Trustee, so long as any bonds remain outstanding:

(A) <u>Quarterly Statements</u>. As soon as available and in any event within 60 days after the end of each quarterly fiscal period (except the last) of each fiscal year, duplicate copies of:

(i) a balance sheet of the Company as of the close of such period setting forth in comparative form the figures as of the close of the preceding fiscal year, and

(ii) a statement of income and common equity and changes in financial position of the Company for

the portion of the fiscal year ending with such period setting forth in comparative form the figures for the corresponding period of the preceding fiscal year,

all in reasonable detail and certified by a financial officer of the Company as complete and correct, subject to changes resulting from year-end adjustments;

(B) Annual Statements. As soon as available and in any event within 120 days after the close of each fiscal year of the Company, copies of:

(i) a balance sheet of the Company as of the close of such fiscal year, and

(ii) statements of income and common equity and cash flows of the Company for such fiscal year,

in each case setting forth in comparative form the figures for the preceding fiscal year, all in reasonable detail and accompanied by a report thereon of independent certified public accountants of recognized national standing selected by the Company to the effect that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied (except for changes in which such accountants concur) and that the examination of such accounts in connection with such financial statements has been made in accordance with generally accepted auditing standards, and, accordingly, includes such tests of the accounting records and such other procedures as were considered necessary in the circumstances; and that in their opinion such financial statements present fairly the financial position of the Company and its Subsidiaries and the results of their operations and changes in their financial position for the fiscal year then ended;

(C) Audit Reports. Promptly upon receipt thereof, one copy of each written audit report submitted to the Company by independent accountants resulting from any annual, interim or special audit made by them of the books of the Company; and

(D) Requested Information. With reasonable promptness, such other data and information as holders of at least 25% in aggregate principal amount of the bonds at the time outstanding may reasonably request in writing."

SECTION 2. The Indenture is hereby further amended to the extent and with the effect that Section 13.04(d) thereof shall read as shown below. Language amending the said Section is reflected by bold type.

SECTION 13.04(a) . . . (b) . . . (c) . . .

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustees with the Company, with each stock exchange (if any) upon which any of the outstanding bonds are listed and **if and only to the extent required by the Securities and Exchange Commission pursuant to the rules, regulations and no-action letters of said Commission in effect at such time,** also with the Securities and Exchange Commission.

ARTICLE IV

MISCELLANEOUS PROVISIONS

This Twelfth Supplemental Indenture and Indenture of Assumption is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof, and the Original Indenture as supplemented and amended to and including this Twelfth Supplemental Indenture and Indenture of Assumption is hereby ratified, approved and confirmed.

The recitals contained in this Twelfth Supplemental Indenture and Indenture of Assumption are made by the Company and not by the Trustees; and all of the provisions contained in the Indenture in respect to the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

Nothing in this Twelfth Supplemental Indenture and Indenture of Assumption expressed or implied is intended or shall be construed to give any person other than the Company, the Trustees and the holders of the bonds and coupons issued under the Indenture any legal or equitable right, remedy or claim in respect to the Indenture or this Twelfth Supplemental Indenture and Indenture of Assumption or any covenant, condition or provision therein or herein or in the bonds contained; and all such covenants, conditions or provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustees and the holders of the bonds and coupons issued under the Indenture.

All of the covenants, conditions and provisions herein, the titles of Articles and Sections, and any wording on the cover of this Twelfth Supplemental Indenture and Indenture of Assumption contained, made by or on behalf of the Company or the Trustees, shall inure to and bind their respective successors and assigns.

Although this Twelfth Supplemental Indenture and Indenture of Assumption is dated for convenience and for the purpose of reference as of April 1, 1993, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgements hereto annexed.

In order to facilitate the recording or filing of this Twelfth Supplemental Indenture and Indenture of Assumption, the same may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in several counterparts, all as of the day and year first above written.

GTE MIDWEST INCORPORATED CORPORATE SEAL DELAWARE

GTE MIDWEST INCORPORATED

By: _____
Peter K. Plaut
Vice President

ATTEST:

_____
Cherie K. Rudolph-Feasley
Assistant Secretary

Executed, signed, sealed and acknowledged on behalf of GTE Midwest Incorporated in the presence of the undersigned who hereby attest such signing:

_____
Print Name: Kay Skinner

_____
Print Name: Mary W. Clark
Witnesses

BANK OF AMERICA ILLINOIS,
Trustee

By: _____
Name: DAVID S. VICK
Vice President

ATTEST:

_____
Steven E. Charles
Trust Officer

Executed, signed, sealed and acknowledged on behalf of Bank of America Illinois in the presence of the undersigned who hereby attest such signing:

_____
Print Name: _____

_____
Print Name: B. W. LORD
Witnesses

COMMERCE BANK OF KANSAS CITY, N.A., Co-Trustee

By: _____
Name: WILLIAM EKEY
Vice President

ATTEST:

_____
Assistant Secretary - Kent Hatesohl

Executed, signed, sealed and acknowledged on behalf of Commerce Bank of Kansas City, N.A., in the presence of the undersigned who hereby attest such signing:

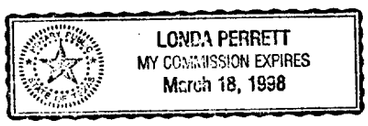
_____
Print Name: VINETTA A. GARNETT

_____
Print Name: DANE A. LEE
Witnesses

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On this 7th day of March, 1995, before me, a Notary Public in and for said County, in the State aforesaid, personally appeared Peter K. Plaut and Cherie K. Rudolph-Feasley, who are known to me to be a Vice President and an Assistant Secretary, respectively, of GTE MIDWEST INCORPORATED, a Delaware corporation, one of the corporations described in and which executed the foregoing instrument, and who are personally known to me to be the persons who, as such officers, executed the foregoing instrument in the name and behalf of said corporation, and acknowledged that one of the seals affixed to said instrument is the corporate seal of said corporation, and that they signed, sealed and delivered the said instrument in the name and on behalf of said corporation by authority of its Board of Directors, and then and there acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said GTE MIDWEST INCORPORATED.

WITNESS my hand and notarial seal the date last above written.



Londa Perrett
Notary Public, State of Texas

My Commission Expires: March 18, 1998

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 20th day of March, 1995, before me, a Notary Public in and for said County, in the State aforesaid, personally appeared DAVID S. VICK and Steven E. Charles, who are known to me to be a Vice President and a Trust Officer, respectively, of BANK OF AMERICA ILLINOIS, one of the corporations described in and which executed the foregoing instrument in the name and behalf of said corporation, and acknowledged that one of the seals affixed to said instrument is the corporate seal of said corporation, and that they signed, sealed and delivered the said instrument in the name and on behalf of said corporation by authority of its Board of Directors, and then and there acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said BANK OF AMERICA ILLINOIS.

WITNESS my hand and notarial seal the date last above written.

Notary Public

My Commission Expires: 6/28/97

"OFFICIAL SEAL"
D.V. Traubert
Notary Public, State of Illinois
My Commission Expires 6-28-97

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On this 14th day of March, 1995, before me, a Notary Public in and for said County, in the State aforesaid, personally appeared WILLIAM EKEY and KENT HATESOHL, who are known to me to be a Vice President and an Assistant Secretary, respectively, of COMMERCE BANK OF KANSAS CITY, N.A., one of the corporations described in and which executed the foregoing instrument in the name and behalf of said corporation, and acknowledged that one of the seals affixed to said instrument is the corporate seal of said corporation, and that they signed, sealed and delivered the said instrument in the name and on behalf of said corporation by authority of its Board of Directors, and then and there acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said COMMERCE BANK OF KANSAS, N.A.

WITNESS my hand and notarial seal the date last above written.

C. Guein
Notary Public

My Commission Expires:

C. GUEIN
Notary Public, Notary Seal
State of Missouri
Jackson County
My Commission Expires April 3, 1998

This instrument was prepared by:
Charles J. Somes, Attorney
GTE Telephone Operations, HQE03H05
600 Hidden Ridge
Irving, TX 75038