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BOOK 155 PAGE 105

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$ 65.00

RELEASED 3-6-2000 SEE
MTG RECORD 215 PAGE 829

CONFIDENTIAL

CONTEL OF IOWA, INC., formerly
CONTINENTAL TELEPHONE COMPANY
OF IOWA
Grantor

AND

MERCANTILE BANK OF
ST. LOUIS N.A.
ST. LOUIS, MISSOURI

AND

BANKERS TRUST COMPANY
DES MOINES, IOWA
Trustees

SIXTH SUPPLEMENTAL INDENTURE

Dated as of

December 1, 1990

Supplementing Indenture of Mortgage and Deed of Trust
Dated as of July 1, 1976, as Amended and Supplemented,
and Creating 9.88% First Mortgage Bonds, Series "N", Due
December 1, 2010

106

THIS IS A SIXTH SUPPLEMENTAL INDENTURE, dated as of December 1, 1990, by and between CONTEL OF IOWA, INC., formerly CONTINENTAL TELEPHONE COMPANY OF IOWA, a Delaware corporation (hereinafter sometimes referred to as the "Corporation" or the "Company"), and MERCANTILE BANK OF ST. LOUIS N.A., formerly MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, a National Banking Association duly organized and existing under the laws of the United States, as Trustee (hereinafter referred to as the "Trustee"), and BANKERS TRUST COMPANY, Des Moines, Iowa, an Iowa Banking Corporation, as Trustee (hereinafter referred to as the "Iowa Trustee", and collectively with the Trustee as the "Trustees").

RECITALS

The background of this Sixth Supplemental Indenture is:

A. The Corporation heretofore executed and delivered to the Trustees its Indenture of Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated as of July 1, 1976, whereby the Corporation granted, bargained, sold and conveyed unto the Trustees and to their respective successors in said trust, all property real, personal and mixed then owned or thereafter acquired by the Corporation (other than property excepted from the lien thereof) to be held by the Trustees in trust in accordance with the provisions of the Original Indenture for the equal pro rata benefit and security of certain "REA Notes" described in the Original Indenture and all Bonds issued under the Original Indenture and indentures supplemental thereto.

B. The Corporation heretofore executed and delivered to the Trustees its First Supplemental Indenture (hereinafter "First Supplemental Indenture") dated as of October 1, 1976, creating 10-1/2% First Mortgage Bonds, Series I, due October 1, 1996; its Second Supplemental Indenture (hereinafter "Second Supplemental Indenture") dated as of August 1, 1978, creating 9% First Mortgage Bonds, Series J, due August 31, 2003; its Third Supplemental Indenture (hereinafter "Third Supplemental Indenture") dated as of December 1, 1980, creating 9% First Mortgage Bonds, Series K; its Fourth Supplemental Indenture (hereinafter "Fourth Supplemental Indenture") dated as of November 1, 1981, creating First Mortgage Bonds, Series L; and its Fifth Supplemental Indenture (hereinafter "Fifth Supplemental Indenture") dated as of October 1, 1985, creating a First Mortgage Bond, Series M; all supplementing the Original Indenture. The Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and this Sixth Supplemental Indenture, are hereinafter collectively referred to as the "Indenture".

C. The Corporation proposes (1) to create and issue, and establish the terms and provisions applicable to, an additional series of Bonds to be designated 9.88% First Mortgage Bonds, Series N, due December 1, 2010 (herein called the "Series 'N' Bonds"), limited in aggregate principal amount to \$10,000,000, and (2) to add to the covenants, conditions and provisions contained in the Original Indenture certain further covenants, conditions and provisions which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of the REA Notes and Bonds, all in accordance with and as permitted by the Original Indenture.

D. All acts and things necessary to make the Series "N" Bonds, when executed by the Corporation and authenticated by the Trustee and delivered by the Trustee as in the Indenture provided, the valid, binding and legal obligation of the Corporation, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Sixth Supplemental Indenture and the issue of the Series "N" Bonds have in all respects been duly authorized, and the Corporation, in the exercise of the legal right and power vested in it, executes this Sixth Supplemental Indenture.

Now, Therefore, in consideration of the premises and of the sum of One Dollar to the Corporation duly paid by the Trustees at or before the ensembling and delivery hereof and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the Corporation hereby covenants and agrees to and with the Trustees and their successors in trust under the Indenture, for the equal and pro rata benefit of all present and future holders of all REA Notes and all Bonds issued and to be issued under the Indenture, including the Series "N" Bonds, without any preference, priority or distinction whatsoever, as follows:

ARTICLE ONE

SERIES "N" BONDS

SECTION 1.01. Designation, Amount, Rate and Form. There is hereby created a new series of Bonds to be issued under the Indenture in the aggregate principal amount of \$10,000,000 which shall be designated as "9.88% First Mortgage Bonds, Series "N" due December 1, 2010. The Series "N" Bonds shall be registered Bonds without coupons and dated as of and bear interest from their date of issuance; shall mature December 1, 2010; shall bear interest (calculated on the basis of a 360-day year having twelve 30-day months) at the rate of 9.88% per annum on the unpaid principal amount payable semiannually on June 1 and December 1 in each year until the principal thereof has become due and payable, whether at maturity, through operation of the sinking fund, by call for redemption or otherwise, and thereafter, if default be made in the payment of such principal or any applicable premium, at the rate of 10.88% per annum. Any overdue installment of interest shall bear interest at the rate of 10.88% per annum to the extent that payment of such interest on overdue interest is enforceable under applicable law. The Series "N" Bonds shall be in substantially the form of Exhibit "A", attached hereto and made a part hereof by reference. The Series "N" Bonds shall be issuable in the denomination of \$100,000 or any amount in excess of \$100,000. Series "N" Bonds issued upon transfer or exchange for different denominations or in substitution for lost, stolen, destroyed or mutilated Series "N" Bonds shall be dated the date to which interest was last paid or if no interest has been paid, the date of issuance of the Series "N" Bonds. The Series "N" Bonds shall be entitled to the benefits, privileges, priorities and security of the Indenture only when authenticated by the Trustee as provided by Section 1.07 hereof.

SECTION 1.02. Sinking Fund for Series "N" Bonds. The Company shall pay to the Trustee, as and for a sinking fund for the retirement of Series "N" Bonds, on December 1, 1994 and on each December 1 thereafter the amount of

\$588,235.29 until the entire principal has been paid, not later, however, than December 1, 2010 at which time the entire balance, if any, shall become due and payable.

All cash received by the Trustee pursuant to this Section shall be held by the Trustee as part of the mortgaged property, and shall be applied by the Trustee to the redemption of outstanding Series "N" Bonds, without premium, in the manner and with the effect hereinafter specified, and the Company shall also, in each case prior to the date fixed for redemption thereof, pay to the Trustee in cash all unpaid interest accrued on the Bonds to be redeemed through the operation of said sinking fund to the date fixed for redemption.

In the event the Company acts as its own paying agent as permitted by Section 5.08 of the Original Indenture, in lieu of making sinking fund payments to the Trustee, it may make such payments directly to the registered owners of the Series "N" Bonds, allocating such payments pro rata, to the nearest \$1,000 among such registered owners of the Series "N" Bonds and shall notify the Trustee of such action, or any failure to take such action. Such payments shall be made by the Company without requiring presentation of Bonds to the Trustee for notation of partial payments.

SECTION 1.03. Voluntary Redemption Provisions. In addition to the required sinking fund payments set forth in Section 1.02, the Series "N" Bonds outstanding may be redeemed at the option of the Company in whole or in part at any time prior to maturity (subject to the further provisions hereof) at the principal office of the Trustee at a redemption price of 100% of the principal amount of the Series "N" Bonds to be redeemed together with accrued interest to date fixed for redemption and with a premium equal to:

(a) if the redemption shall be made prior to December 1, 2002, the Make-Whole Premium; or

(b) if the redemption shall be made on or after December 1, 2002, the percentage of the principal amount of the Series "N" Bonds to be prepaid set forth opposite the redemption date in the table below:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption</u> <u>Premium</u>
December 1, 2002 through November 30, 2003	3.952%
December 1, 2003 through November 30, 2004	3.458
December 1, 2004 through November 30, 2005	2.964
December 1, 2005 through November 30, 2006	2.470
December 1, 2006 through November 30, 2007	1.976
December 1, 2007 through November 30, 2008	1.482
December 1, 2008 through November 30, 2009	0.988
December 1, 2009 and thereafter	0.494

"Make-Whole Premium" shall mean

(i) the remainder (but in no event less than zero) of

(A) the present value as of the date of any voluntary redemption discounted at the Reinvestment Yield, of the sinking fund payments of the Series "N" Bonds provided for in Section 1.02, the principal payment at final maturity and scheduled interest payments on and in respect of the Series "N" Bonds from the respective dates on which such sinking fund payments and payment at final maturity and interest payments are payable, to the date of such voluntary redemption, with all such discounts to be computed on the basis of a 360-day year of twelve 30-day months,

MINUS

(B) 100% of the principal amount of the outstanding Series "N" Bonds,

TIMES

(ii) a fraction, the numerator of which is the principal amount of the Series "N" Bonds to be voluntarily redeemed on such date and the denominator of which is 100% of the principal amount of the outstanding Series "N" Bonds.

"Reinvestment Yield" shall mean .50%, plus the yield under the heading "This Week" published in the Statistical Release under the caption "U.S. Government Securities-Treasury Constant Maturities" for the maturity corresponding to the remaining Weighted Average Life to Maturity of the Series "N" Bonds as of the date of such voluntary redemption rounded to the nearest month. If no maturity exactly corresponds to such rounded Weighted Average Life to Maturity, yields for the two published maturities most closely corresponding to the Weighted Average Life to Maturity of the Series "N" Bonds shall be calculated pursuant to immediately preceding sentence and the Reinvestment Yields shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For purposes of calculating the Reinvestment Yield, the most recent Statistical Release published prior to the date of payment hereunder shall be used.

"Statistical Release" shall mean the statistical release designated "H.15.(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by mutual agreement of the holders of at least 66-2/3% in aggregate principal amount of the outstanding Series "N" Bonds and the Company.

The "Weighted Average Life to Maturity" means as at the time of the determination thereof the number of years obtained by dividing the then Remaining Dollar-years of the Series "N" Bonds by the then outstanding principal amount of the Series "N" Bonds. The term "Remaining Dollar-years" of the Series "N" Bonds means the amount obtained by (1) multiplying the amount of each then remaining repayment or redemption (including the payment at final

maturity), by the number of years (calculated at the nearest one-twelfth) which will elapse between the date of determination of the Weighted Average Life to Maturity of the Series "N" Bonds and the date of that payment and (2) totaling all the products obtained in (1).

The provisions of this Section 1.03 shall be applicable to each voluntary redemption of Series "N" Bonds by the Company, including without limitation, any redemption pursuant to the provisions of Section 13.05 of the Original Indenture with cash deposited with the Trustee under Sections 5.07, 5.20 and 13.03 of the Original Indenture.

1.03.01. In case the Company shall elect to redeem Series "N" Bonds it shall, at least 10 days before the date upon which the notice of redemption herein provided for is to be given, notify the Trustee in writing of such election and of the aggregate principal amount of such Bonds to be redeemed, and thereupon, if less than all the outstanding Series "N" Bonds are to be redeemed, the particular Bonds to be redeemed in whole or in part shall be selected by the Trustee pro rata, to the nearest \$1,000, from among all the registered holders of such Bonds. Notice of such call for redemption of Bonds shall be given by the Company by first class mail, postage prepaid, not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered holder of the Bonds to be redeemed in whole or in part, at his address upon the registry books. The Trustee may accept the certificate of the President or the Treasurer of the Company as sufficient evidence that the requirements of this Section have been fully complied with, or the Trustee may, at its option and at the expense and on behalf of the Company, give such notice and take any other action required in connection with such redemption.

No notice need be given if the holders of all Bonds to be redeemed waive notice thereof in writing filed with the Trustee. The initial holders of Series "N" Bonds shall, by their acceptance of such Bonds, be deemed to have waived notice of redemption of such Bonds through operation of the sinking fund unless they request the Trustee to give such notice.

1.03.02 Any such notice of redemption shall specify (i) the date designated for redemption, (ii) the Section of this Sixth Supplement Indenture under which the redemption is to be made, (iii) the principal amount of the holder's Bonds to be redeemed on such date and (iv) whether a Make-Whole Premium or a fixed premium is payable in connection with such redemption and, if a fixed premium is payable, the amount thereof. In addition, the Company will give a supplemental notice to each such holder not later than the date fixed for any such voluntary redemption occurring before December 1, 2002, stating the Make-Whole Premium, if any, applicable to the voluntary redemption and setting forth the information and calculations used in determining the Make-Whole Premium.

1.03.03 At least one business day before the date fixed for redemption, the Company shall irrevocably deposit with the Trustee an amount of money sufficient, together with any other money then held by the Trustee under the trusts hereof and available for the purpose, for the payment of the redemption price of, and accrued and unpaid interest to the redemption date on, the Series "N" Bonds to be redeemed. Such money shall be held upon the trusts

hereof for the account of the holders of the Series "N" Bonds to be redeemed, and shall be applied by the Trustee to the payment of such redemption price and interest upon presentation and surrender of such Bonds, except in cases of partial redemption covered by Section 1.03.04.

1.03.04 In the event of the payment by the Trustee or the Company of a portion of the principal amount of any Series "N" Bond registered in the name of any institutional holder then and in that event the Trustee or the Company, as the case may be, need not require the presentation or surrender of such Bond for notation by the Trustee of such payment thereon if the home office payment provisions of the Bond Purchase Agreement dated as of December 1, 1990 between the Company and the purchaser named in Schedule I thereto shall then be in effect.

1.03.05 After such deposit, as set forth in Section 1.03.03 and provision satisfactory to the Trustee for giving the requisite notice of redemption, shall have been made, the Series "N" Bonds, to the extent so called shall cease to be entitled to any benefit or security under the Indenture, except the right to receive payment of the moneys deposited and held for the payment thereof, and thereupon such Bonds, to the extent called, shall become due and payable on the redemption date duly specified in said notice, no further interest shall accrue upon any such Bonds, or upon the called portion thereof if called only in part, on or after said date, and the holders of such Bonds, to the extent so called, shall, after the date, look for the payment of the called principal, and premium, if any, and accrued and unpaid interest solely to the moneys so deposited with and held by the Trustee for that purpose.

1.03.06 If the amount required to redeem any Series "N" Bonds called for redemption shall be deposited with the Trustee before the date specified for the redemption of such Bonds, the holders thereof shall have the right to receive prepayment of the redemption price therefor, including interest to such redemption date, at any time after such deposit, and a statement of such right shall be included in the notice of redemption herein provided for, if such deposit shall have been made prior to the giving of any such notice.

1.03.07 All Series "N" Bonds redeemed shall forthwith be cancelled by the Trustee, provided that if less than the whole principal amount of any Bond shall be redeemed, the holder of such Bond may, at his option, (a) surrender his Bond for cancellation, with proper instruments of transfer and shall be entitled to receive without charge, in exchange therefor, one or more Bonds of the same series, for an aggregate principal amount equal to the outstanding balance of the principal amount of each Bond so surrendered, or (b) present his Bond for notation thereon by the Trustee of payment of that part of the principal amount thereof then called and paid, or (c) retain such Bond without surrender or presentation to the Trustee if permitted by Section 1.03.04.

SECTION 1.04. Restriction on Funded Indebtedness. So long as any Series "N" Bonds remain outstanding, the Corporation will not without the prior written consent of the holders of the Series "N" Bonds create, issue, guarantee or assume any Funded Indebtedness unless after giving effect thereto (a) the aggregate principal amount of all Funded Indebtedness then to be outstanding will not exceed 65% of Total Capitalization, and (b) the Income Available for Fixed

Charges of the Corporation, and of any property to be acquired, if it had such income applicable thereto, for a period of 12 consecutive months during the 15 months immediately preceding the issuance of the additional Funded Indebtedness shall have been equal to at least 2 times the sum of (i) total annual interest requirements on all Funded Indebtedness, outstanding and proposed to be issued, (ii) interest on borrowings other than Funded Indebtedness to be outstanding and (iii) amortization of discount expenses incurred in connection with the issuance of Funded Indebtedness.

SECTION 1.05. Dividends, Stock Purchases. So long as any Series "N" Bonds remain outstanding, the Corporation will not:

(a) Declare or pay any dividends, either in cash or property, on its common stock (except dividends payable solely in common stock of the Corporation); or

(b) Directly or indirectly purchase, redeem or retire any of its common stock or any warrants, rights or options to purchase or acquire any shares of its common stock; or

(c) Make any other distribution, either directly or indirectly, in respect of its common stock;

(such declarations or payments of dividends, purchases, redemptions or retirements of stock and warrants, rights or options, and all such other distributions being herein collectively called "Restricted Payments"), if after giving effect thereto the aggregate amount of Restricted Payments made during the period from and after December 31, 1989 to and including the date of the making of the Restricted Payment in question, would exceed the sum of (1) \$10,000,000 plus (or minus in case of a deficit) (2) the Net Income of the Corporation for such period (computed on a cumulative basis for said entire period) after deducting therefrom all dividends paid on its preferred stock during such period.

Notwithstanding the foregoing restrictions, the Corporation may purchase, redeem or retire shares of its common stock out of the net cash proceeds from the substantially concurrent sale of additional shares of its common stock, and all such purchases, redemptions or retirements shall not be included in determining the amount of Restricted Payments provided for in this Section 1.05.

SECTION 1.06. Certain Terms Defined. As used in Sections 1.04 and 1.05 the following terms shall have the following meanings: "Funded Indebtedness," "Income Available for Fixed Charges," and "Net Income" shall have the meaning set forth in the Original Indenture. "Total Capitalization" shall have the meaning set forth in Section 3.01(a) of the Original Indenture.

SECTION 1.07. Authentication of Series "N" Bonds. Upon the execution and delivery of this Sixth Supplemental Indenture and upon compliance with all applicable provisions of the Indenture, the Corporation may execute and deliver to the Trustee and the Trustee shall authenticate and deliver to or upon the written order of the Corporation the Series "N" Bonds.

SECTION 1.08. Compliance with Bond Purchase Agreement. The Corporation shall perform and observe all of the covenants and agreements of the Corporation set forth in that certain Bond Purchase Agreement dated as of December 1, 1990 between the Corporation and Provident Life and Accident Insurance Company.

ARTICLE TWO

MISCELLANEOUS

SECTION 2.01. Terms Defined in Original Indenture. Terms not defined in this Sixth Supplemental Indenture and which are defined in the Original Indenture shall, unless the context otherwise requires, have the meanings set forth in the Original Indenture.

SECTION 2.02. Recitals Made by Corporation Only. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Sixth Supplemental Indenture or the due execution hereof by the Corporation or for or in respect of the recitals contained herein, all of which recitals are made by the Corporation solely.

SECTION 2.03. Counterparts. This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 2.04. Effect of Captions. The captions and subcaptions inserted in this Sixth Supplemental Indenture are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

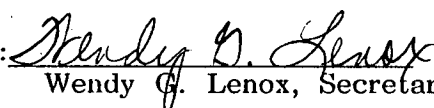
IN WITNESS WHEREOF, Contel of Iowa, Inc. has caused this Sixth Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed, and attested by its Secretary or one of its Assistant Secretaries; Mercantile Bank of St. Louis N.A. and Bankers Trust Company have caused this Sixth Supplemental Indenture to be signed and acknowledged by one of their respective Vice Presidents, and their respective corporate seals to be hereunto affixed, and attested to by one of their respective Assistant Secretaries, on the date or dates indicated in the acknowledgments hereto and as of the day and year first above written.



CONTEL OF IOWA, INC.

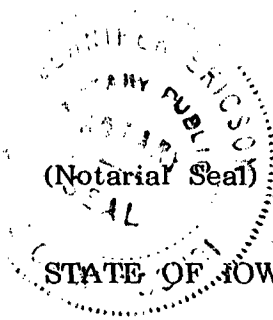
BY


J. L. Clark, Vice President

Attest: 
Wendy G. Lenox, Secretary

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

On this 10th day of December, 1990, before me, a Notary Public within and for said City, personally appeared W. A. Johnson and K. Beeman, to me personally known to be respectively a Vice President and an Assistant Secretary of Mercantile Bank of St. Louis N.A., St. Louis, Missouri, one of the corporations which executed the within instrument, and who, being each by me duly sworn, did say that they are respectively a Vice President and an Assistant Secretary of Mercantile Bank of St. Louis N.A., St. Louis, Missouri, one of the corporations named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said W. A. Johnson and K. Beeman acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.



Notary Public: Jennifer Ericson
My Commission Expires: _____

JENNIFER ERICSON
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES AUG. 5, 1991

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 11th day of December, 1990, before me, a Notary Public within and for the said County and State, personally appeared Bryan H. Hall and Leigh McVicker, to me personally known to be respectively a Vice President and Trust Officer and a Trust Officer of Bankers Trust Company, Des Moines, Iowa, one of the corporations which executed the within instrument, and who, being each by me duly sworn, did say that they are respectively a Vice President and Trust Officer and a Trust Officer of Bankers Trust Company, Des Moines, Iowa, one of the corporations named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Bryan H. Hall and Leigh McVicker acknowledged to me said instrument to be the free act and deed of said corporation, and that said corporation executed the same.

(Notarial Seal)

Notary Public: Nancy J. Anderson
My Commission Expires: _____



EXHIBIT A

CONTEL OF IOWA, INC.

Bond No. N-__

\$ _____

9.88% FIRST MORTGAGE BOND, SERIES "N"
DUE DECEMBER 1, 2010

CONTEL OF IOWA, INC., a Delaware corporation (hereinafter, with its successors and assigns, generally called the "Corporation"), for value received, hereby promises to pay to _____, or registered assigns, on December 1, 2010, or earlier as hereinafter referred to, the sum of _____ (\$ _____), at the principal office in St. Louis, Missouri, of Mercantile Bank of St. Louis N.A. (hereinafter, with its successors, called the "Trustee"), or at the principal office of its successor as trustee under the Indenture hereinafter referred to, and to pay to said payee, or registered assigns, interest on the unpaid principal amount hereof from the date hereof, at the rate of nine and eighty-eight one hundredths percent (9.88%) per annum, at said office, semi-annually on June 1 and December 1 in each year until the principal sum hereof shall have become due and payable, whether at maturity, through operation of the sinking fund, by call for redemption or otherwise, and thereafter, if default be made in the payment of such principal, or any applicable premium, at the rate of 10.88% per annum. Any overdue installment of interest on this bond shall bear interest at the rate of 10.88% per annum to the extent that payment of such interest on overdue interest is enforceable under applicable law.

This Bond is one of a duly authorized issue of First Mortgage Bonds of the Corporation of a series designated 9.88% First Mortgage Bonds, Series "N", due December 1, 2010 issued under and pursuant to the provisions of a certain Indenture of Mortgage and Deed of Trust, dated as of July 1, 1976 (hereinafter with all indentures supplemental thereto called the "Indenture"), by and between the Corporation and Mercantile Bank of St. Louis N.A., St. Louis, Missouri (hereinafter called the "Trustee") and Bankers Trust Company, Des Moines, Iowa as Trustee (hereinafter, with its successors called the "Iowa Trustee") (said Trustee and said Iowa Trustee and their successors in said trust being hereinafter collectively called the "Trustees") to which Indenture, an executed counterpart of which is on file with the Trustee, reference is hereby made for a description of the property mortgaged, a statement of the nature and extent of the security thereby afforded, the terms and conditions upon which bonds of all series are or are to be issued and secured, the rights and remedies under the Indenture of the holders of said bonds, the terms and conditions upon which the Indenture may be modified or amended, and the rights or obligations under the Indenture of the Corporation and the Trustees; but neither the foregoing reference to the Indenture, nor any provision of this bond or the Indenture, shall affect or permit the impairment of the absolute, unconditional and unalterable obligation of the Corporation to pay, at the maturity date hereof, the principal of and interest on this bond as herein provided.

The Corporation, the Trustees, and all other persons may for all purposes treat the registered owner hereof for the time being, as the absolute owner hereof, and neither the Corporation nor the Trustees shall be affected by any notice or knowledge to the contrary, whether any payment on this Bond shall be overdue or not; and the Corporation, and every successive registered owner and assignee of this Bond, by accepting or holding the same, consents and agrees to the foregoing provisions and each invites the others, and all persons, to rely thereon.

In certain events, on the conditions, in the manner, at the time, to the extent and with the effect set forth in the Indenture, and all as more fully provided therein, the principal of this Bond may be declared and become due and payable before the

stated maturity hereof and this Bond, either singly or together with all or less than all other Bonds of this series, or, if the principal amount of this Bond is in an amount in excess of \$100,000; any part of the principal amount hereof constituting said sum or any multiple thereof, may be called for redemption and payment at any time prior to maturity, whether or not an interest payment date, on notice given or waived as provided in the Indenture, at the principal amount called for redemption if called through the operation of the sinking fund created for Bonds of this series, or, if called at the option of the Company, at the redemption price of 100% of the principal amount of the Bonds called for redemption together with the premium, if any set forth in the Indenture, in each case, together with accrued and unpaid interest on the principal amount called to the date fixed for redemption.

This Bond is transferable by the registered owner either in person or by attorney duly authorized in writing at the office of the Trustee upon surrender and cancellation of this Bond and upon payment of charges, and upon any such transfer a new registered bond, of the same series, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Each holder of this Bond by acceptance hereof, and the Trustee by its authentication hereof, waives and releases all right of recourse to any personal, statutory or other liability of any past, present or future promoter, incorporator, stockholder, director or officer of the Corporation, as such, for the collection of any indebtedness evidenced by this Bond, or for the enforcement of any right or claim under or in connection with this Bond or the Indenture.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, CONTEL OF IOWA, INC. has caused this Bond to be executed and its corporate seal to be hereunto affixed by its officers duly authorized thereunto and this Bond to be dated _____.

CONTEL OF IOWA, INC.

(CORPORATE SEAL)

By _____
J. L. Clark, Vice President

Attest: _____
Wendy G. Lenox, Secretary

Trustee's Certificate

This is one of the Bonds, of the series designated therein, referred to in the within mentioned Indenture.

MERCANTILE BANK OF ST. LOUIS N.A., As
Trustee

By _____
Authorized Officer

se6:e6132501.90