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Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $7.50

CONTINENTAL TELEPHONE COMPANY OF IOWA
Grantor

AND

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION ST. LOUIS, MISSOURI

AND

BANKERS TRUST COMPANY DES MOINES, IOWA
Trustees

FIFTH SUPPLEMENTAL INDENTURE

Dated as of October 1, 1985

Supplementing Indenture of Mortgage and Deed of Trust Dated as of July 1, 1976, as Amended and Supplemented, and Creating First Mortgage Bond, Series "M"

THIS IS A FIFTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1985, by and between CONTINENTAL TELEPHONE COMPANY OF IOWA, a Delaware corporation (hereinafter sometimes referred to as the "Corporation" or the "Company"), and 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 Fifth 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 10½% 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; and its Fourth Supplemental Indenture (hereinafter "Fourth Supplemental Indenture") dated as of November 1, 1981, creating First Mortgage Bonds, Series L; all supplementing the Original Indenture. The Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture and this Fifth Supplemental Indenture, are hereinafter collectively referred to as the "Indenture."

C. The Corporation proposes to create and issue, and establish the terms and provisions applicable to, an additional series of Bonds to be designated "First Mortgage Bond, Series M" (herein called the "Series 'M' Bond"), and the Corporation further proposes that characteristics of the Series "M" Bond shall include the following:

(a) The aggregate principal amount of the Series "M" Bond shall be $917,700;

(b) The Series "M" Bond shall be issued to Rural Telephone Bank (hereinafter sometimes referred to as "RTB"), a corporation existing under the laws of the United States of America;

(c) The principal amount of Series "M" Bond shall be advanced to the Corporation from time to time (each such advance being hereinafter sometimes called an "Advance").

D. All acts and things necessary to make the Series "M" Bond, 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 Fifth Supplemental Indenture and the issue of the Series "M" Bond have in all respects been duly authorized, and the Corporation, in the exercise of the legal right and power vested in it, executes this Fifth 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 ensealing 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 "M" Bond, without any preference, priority or distinction whatsoever, as follows:

ARTICLE ONE

SERIES "M" BOND

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 $917,700 which shall be designated as "First Mortgage Bond, Series M." The Series "M" Bond shall be issued and delivered to the Rural Telephone Bank, a corporation existing under the laws of the United States of America. The Series "M" Bond shall be in the form of Exhibit "A," attached hereto and made a part hereof by reference, in the aggregate stated principal sum of $917,700. The Series "M" Bond shall be entitled to the benefits, privileges, priorities and security of the Indenture only to the extent of Advances authenticated by the Trustee as provided by Section 1.07 hereof.

SECTION 1.02. *Installment Payments of Principal and Interest.* Subject to the provisions of Section 5.08 of the Original Indenture, the Corporation shall make monthly payments of principal and interest on the outstanding Series "M" Bond in accordance with the provisions of the Series "M" Bond attached as Exhibit "A" hereto and made a part hereof by reference.

SECTION 1.03. *Effect of Changes in Bond Provisions.* Before any modification made in the Series "M" Bond is entitled to the security of the Indenture, either:

(a) The Trustees shall have concurred therein in writing, and

(b) The Trustees shall have received an opinion of counsel, as defined in Section 1.01 of the Original Indenture, stating that the modification is permitted by and is fully effective under the Indenture, and

(c) Executed counterparts of the modification, the concurrence, and such opinion of counsel shall have been filed with the Trustees, the RTB, and the Corporation;

or, in the alternative:

(a) The Trustees shall have received a written opinion signed by legal counsel who shall be satisfactory to the Trustees and to the RTB, stating that the modification is, without further action, permitted by and fully effective under the Indenture, and

(b) Executed counterparts of the modification and such opinion of counsel shall have been filed with the Trustees, the RTB, and the Corporation.

SECTION 1.04. *Substituted Series "M" Bonds.* Subject to the provisions of Section 1.03 hereof, upon the written request of the RTB, the Corporation hereby covenants and agrees to execute and deliver a new bond (or bonds) in exchange and substitution for the Series "M" Bond which may differ in denominations, format and style from the form of the Series "M" Bond attached hereto as Exhibit "A," but which shall be substantially of like tenor and effect and shall not differ in the aggregate as to the principal sum of the Series "M" Bond, the interest rate or maturity repayment requirements or otherwise increase the obligations of the Corporation or the Trustees or reduce their rights, and upon such request the Trustee shall in exchange and substitution for the Series "M" Bond certify and deliver such new bond or bonds.

SECTION 1.05. *Direct Payment.* In the event the Corporation pursuant to Section 5.08 of the Original Indenture acts as its own paying agent, it may make such payment directly to the Rural Telephone Bank and shall notify the Trustees of such action pursuant to said Section 5.08. Such payment shall be made by the Corporation without requiring the presentation of the Bonds to the Trustees for notation of partial payment.

SECTION 1.06. *Redemption Provisions.* All or any part of the Series "M" Bond outstanding may be called for redemption and payment prior to maturity strictly in accordance with paragraph 5 of said Series "M" Bond.

SECTION 1.07. *Authentication of Series "M" Bond.* Upon the execution and delivery of this Fifth Supplemental Indenture and upon compliance with all applicable provisions of the Indenture, including but not limited to Section 3.01 of the Original Indenture, the Corporation may from time to time execute and deliver to the Trustee a written acknowledgment (hereinafter called the "Certificate of Acknowledgment") for each Advance. In such case, upon the written request of the Corporation, which written request shall include the certificate required by Section 3.01(d) of the Original Indenture, and an opinion of counsel required by Section 3.01(d) of the Original Indenture, the Trustee shall authenticate and date the Series "M" Bond issued by the Corporation as

of the date and to the extent of such Advance. The Certificate of Acknowledgment and the authentication shall be attached to and become a part of each Series "M" Bond and the form thereof shall be substantially as follows:

CERTIFICATE OF ACKNOWLEDGMENT

FOR ADVANCE NO._____

Continental Telephone Company of Iowa, issuer of the foregoing Series "M" Bond, reaffirms its promises as stated in said Bond and hereby acknowledges receipt of an Advance of principal under said Bond of _____ Dollars ($_____) which it promises to pay on or before twenty-five (25) years from the date of said Series "M" Bond, with interest at nine and one-half per cent (9½%) per annum, all in accordance with said Series "M" Bond. The total of all such advances of principal, including the aforesaid Advance No. _____ aggregates $_____ as of the date hereof.

DATED_____

CONTINENTAL TELEPHONE
COMPANY OF IOWA

By:_____
Vice President

AUTHENTICATION

The Certificate of Acknowledgment for Advance No._____ set forth above by which Continental Telephone Company of Iowa acknowledges receipt of an Advance of principal of _____ Dollars ($_____) is one of the Certificates of Acknowledgment described in the Fifth Supplemental Indenture and the Series "M" Bond issued by Continental Telephone Company of Iowa is one of the Bonds described in the Indenture of Mortgage and Deed of Trust dated as of July 1, 1976, made by and between Continental Telephone Company of Iowa, as Grantor, and Mercantile Trust Company National Association and Bankers Trust Company, Des Moines, Iowa, as Trustees, as supplemented.

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION

By:_____
Authorized Officer

SECTION 1.08. *Additional Bonds May Be Issued.* Under the terms of the Original Indenture and this Fifth Supplemental Indenture, the REA Notes and all Bonds described therein as Series "A" to Series "M," both inclusive, and issued thereunder, are secured equally and ratably with each of said REA Notes and Bonds.

Also, under the terms of the Original Indenture, the Corporation may execute an indenture or indentures supplemental to the Original Indenture authorizing the issuance thereunder of additional Bonds if the tests set forth in the Original Indenture for the issuance of additional Bonds are met. Any additional Bonds to be issued may be secured equally and ratably with the outstanding REA Notes and Bonds (including the Series "M" Bond) of the Corporation described in the Indenture. The additional Bonds may vary from the outstanding REA Notes and Bonds as to date, maturity, rate of interest, sinking fund provisions, prepayment privileges and in other respects as provided in the Original Indenture and any indenture supplemental thereto; but no reference to the Indenture and no provision of this instrument or of the Indenture shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay at the time and place and at the rate and in the money herein prescribed the principal of (and premium, if any) and interest on the Advances received by the Corporation in accordance with the terms and conditions of the Series "M" Bond.

ARTICLE TWO

MISCELLANEOUS

SECTION 2.01. *Compliance with Provisions of Telephone Loan Contract.* So long as the Series "M" Bond, or any portion thereof, remains outstanding, the Corporation will carry out the duties and obligations on its part to be performed under the Telephone Loan Contract; provided, however, that any duty or obligation of the Corporation the performance of which by the Corporation is waived or excused as a basis of default thereunder by the United States of America shall be deemed to be waived or excused hereunder. The definition of "Telephone Loan Contract" in the Original Indenture includes any amendments, supplements or modifications of the Telephone Loan Contract dated as of June 30, 1976, whether such amendments, supplements or modifications be in the form of a letter agreement or otherwise, and shall include any future amendments, supplements or modifications of said Telephone Loan Contract.

SECTION 2.02. *Terms Defined in Original Indenture.* Terms not defined in this Fifth 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 2.03. *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 Fifth 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 2.04. *Counterparts.* This Fifth 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 2.05. *Effect of Captions.* The captions and subcaptions inserted in this Fifth 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, Continental Telephone Company of Iowa has caused this Fifth 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 Trust Company National Association and Bankers Trust Company have caused this Fifth 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.

CONTINENTAL TELEPHONE
COMPANY OF IOWA

(CORPORATE SEAL)

By _____
K. A. Olson,
Vice President

Attest: _____
Vernon R. Bear,
Secretary

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION
AS TRUSTEE

(CORPORATE SEAL)

By: _____
Victor Zarrilli,
Assistant Vice President

Attest: _____
Kurt F. Hennigs
Assistant Secretary

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BANKERS TRUST COMPANY
AS IOWA TRUSTEE

By _____
J. Michael Deege
Vice President

(CORPORATE SEAL)

Attest: _____
Marylin K. Carlson
Assistant Secretary

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

On this 19th day of November, 1985, before me, a Notary Public within and for said City, personally appeared K. A. Olson and Vernon R. Bear, to me personally known to be respectively a Vice President and the Secretary of Continental Telephone Company of 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 the Secretary of Continental Telephone Company of 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 K. A. Olson and Vernon R. Bear acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.

Notary Public: _____
My Commission Expires: _____

(Notarial Seal)

Laura S. Palucci
Notary Public
My Commission Expires April 8, 1988

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

On this 17th day of November, 1985, before me, a Notary Public within and for said City, personally appeared Victor Zarrilli and Kurt F. Hennigs, to me personally known to be respectively a Vice President and an Assistant Secretary of Mercantile Trust Company National Association, 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 Trust Company National Association, 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 Victor Zarrilli and Kurt F. Hennigs acknowledged to me said instrument to be the free act and deed of said corporation and that said corporation executed the same.

Notary Public: Laura S Palucci
My Commission Expires: _____

(Notarial Seal)

Laura S. Palucci
Notary Public
My Commission Expires April 8, 1988

STATE OF IOWA }
} SS:
COUNTY OF POLK }

On this 25 day of Nov, 1985, before me, a Notary Public within and for said County and State, personally appeared J. Michael Deege and Marylin K. Carlson, to me personally known to be respectively a Vice President and an Assistant Secretary 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 an Assistant Secretary 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 J. Michael Deege and Marylin K. Carlson acknowledged to me said instrument to be the free act and deed of said corporation, and that said corporation executed the same.

Notary Public: Connie R Koehn
My Commission Expires: _____

(Notarial Seal)

C.72/25-34

NOTARIAL SEAL IOWA
CONNIE R. KOEHN
MY COMMISSION EXPIRES
10/17/88

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EXHIBIT A

CONTINENTAL TELEPHONE COMPANY OF IOWA

9½% First Mortgage Bond, Series "M"

Bond No. M-1

CONTINENTAL TELEPHONE COMPANY OF IOWA (hereinafter called the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, for value received, promises to pay to the order of RURAL TELEPHONE BANK, at Washington, D.C., at the times and in the manner hereinafter provided, the sum of Nine Hundred Seventeen Thousand Seven Hundred dollars ($917,700), with interest on the amount thereof advanced by Rural Telephone Bank, pursuant to the Telephone Loan Contract as defined in the Indenture referred to below, and remaining unpaid from time to time, at the rate of nine and one-half percent (9½%) per annum.

Interest on principal advanced pursuant to the Telephone Loan Contract and remaining unpaid shall be payable on the last day of each month, for a period ending on a date three (3) years after the date hereof. Thereafter, to and including a date twenty-five (25) years after the date hereof, the Corporation shall make a payment on each of said monthly dates in each year at the rate of $_____ per $1,000 of the principal amount hereof advanced pursuant to the Telephone Loan Contract and unpaid three (3) years after the date hereof.

Interest on principal advanced pursuant to the Telephone Loan Contract between a date three (3) years and a date six (6) years after the date hereof and remaining unpaid shall be payable on each of said monthly payment dates for a period ending six (6) years after the date hereof. Thereafter, to and including a date twenty-five (25) years after the date hereof, the Corporation shall make a payment on each of said monthly payment dates at the rate of $_____ per $1,000 of the principal amount advanced pursuant to the Telephone Loan Contract between three (3) and six (6) years after the date hereof and unpaid six (6) years after the date hereof. This payment shall be in addition to the payment made on the principal amount advanced and unpaid three (3) years after the date hereof.

Each payment made on this Bond shall be applied first to the payment of interest on principal and then on account of principal. Twenty-five (25) years after the date hereof, the principal hereof advanced pursuant to the Telephone Loan Contract remaining unpaid, if any, and interest thereon, shall become due and payable.

The Corporation on any payment date, as hereinabove provided, may pay all or any part of the principal hereof then advanced pursuant to the Telephone Loan Contract and remaining unpaid, provided that (a) so long as any of the principal hereof advanced pursuant to the Telephone Loan Contract shall remain unpaid, the Corporation shall be obligated to make the monthly pay-

ment on account of principal and interest, in the amount hereinabove provided, unless the Corporation and the holder of this Bond shall otherwise agree, and (b) if a prepayment of principal is made pursuant to this paragraph prior to _____ (_____) full years from the date hereof, it shall be accompanied by a simultaneous additional payment, as a premium. The amount of the premium shall be a base amount equal to _____ (_____) per centum of the prepayment, less one _____ (1/___) of the base amount for each full year from the date hereof to the date of the prepayment.

This Bond is one of a duly authorized series of Bonds of the Corporation, and it is issued under and pursuant to the provisions of a certain Indenture of Mortgage and Deed of Trust, dated as of July 1, 1976 (hereinafter referred to as the "Original Indenture"), duly executed and delivered by the Corporation to Mercantile Trust Company National Association, as Trustee (hereinafter called the "Trustee") and Bankers Trust Company, Des Moines, Iowa, as Trustee (hereinafter called the "Iowa Trustee"), (said Trustee and said Iowa Trustee and their successors in said trust being hereinafter collectively called the "Trustees"), as the same may have been amended or supplemented by any indenture or indentures supplemental thereto (the Original Indenture and all indentures supplemental thereto being hereinafter collectively called the "Indenture").

The Indenture provides that all Bonds shall be equally and ratably secured thereby and reference is hereby made to the Indenture for a description of the property mortgaged and pledged, the nature and extent of the security and the rights of the holders of Bonds with respect thereto.

In case of default by the Corporation, as provided in the Indenture, all principal advanced pursuant to the Telephone Loan Contract and remaining unpaid, on this Bond and any other Bonds at the time outstanding, and all interest thereon, may be declared or may become due and payable in the manner and with the effect provided in 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 the Corporation has caused this Bond to be signed in its corporate name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

Dated as of _____, 1985.

CONTINENTAL TELEPHONE
COMPANY OF IOWA

By _____
_____, *Vice President*

(SEAL)

Attest: _____
Secretary

TRUSTEE'S CERTIFICATE

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

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION, as Trustee

By_____
Authorized Officer

CERTIFICATE OF ACKNOWLEDGMENT

FOR ADVANCE NO._____

Continental Telephone Company of Iowa, issuer of the foregoing Series "M" Bond, reaffirms its promises as stated in said Bond and hereby acknowledges receipt of an Advance of principal under said Bond of _____ Dollars ($_____) which it promises to pay on or before twenty-five (25) years from the date of said Series "M" Bond, with interest at nine and one-half percent (9½%) per annum, all in accordance with said Series "M" Bond. The total of all such advances of principal, including the aforesaid Advance No. _____ aggregates $_____ as of the date hereof.

DATED _____

CONTINENTAL TELEPHONE
COMPANY OF IOWA

By:_____
Vice President

AUTHENTICATION

The Certificate of Acknowledgment for Advance No. _____ set forth above by which Continental Telephone Company of Iowa acknowledges receipt of an Advance of Principal of _____ Dollars ($_____) is one of the Certificates of Acknowledgment described in the Fifth Supplemental Indenture and the Series "M" Bond issued by Continental Telephone Company of Iowa is one of the Bonds described in the Indenture of Mortgage and Deed of Trust dated as of July 1, 1976, made by and between Continental Telephone Company of Iowa, as Grantor, and Mercantile Trust Company National Association and Bankers Trust Company, Des Moines, Iowa, as Trustees, as supplemented.

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION

By:_____
Authorized Officer

C.37/10-12