

**FIRST SUPPLEMENT
TO THE MASTER LOAN AGREEMENT**

THIS FIRST SUPPLEMENT TO THE MASTER LOAN AGREEMENT (as the same may be amended, modified, supplemented, extended or restated as provided herein from time to time, this **“First Supplement”**), dated as of [_____, 2007], is made between **COBANK, ACB (“CoBank”)** and **KINGDOM TELEPHONE COMPANY** (the **“Borrower”**), a Missouri [corporation][cooperative], and supplements that certain Master Loan Agreement, dated as of even date herewith, between CoBank and the Borrower (as the same may be amended, modified, supplemented, extended or restated from time to time, the **“MLA”**). Capitalized terms used and not otherwise defined in this First Supplement shall have the meanings assigned to them in the MLA.

SECTION 1. The Reducing Revolving Loan Commitment. On the terms and conditions set forth in the MLA and this First Supplement, CoBank agrees to make one or more advances (collectively, the **“Loan”**) to the Borrower during the Availability Period (as hereinafter defined in Section 3 of this First Supplement) in an aggregate principal amount outstanding at any one time not to exceed \$5,000,000 (the **“Commitment”**), as the Commitment shall be reduced pursuant to Section 7 of this First Supplement and Section 4 of the MLA. The Commitment shall expire at 12:00 noon Mountain time on September 30, 2019 , or such later date as CoBank in its sole discretion shall provide in writing (the **“Maturity Date”**). Under the Commitment, amounts borrowed and later prepaid may be reborrowed.

SECTION 2. Purpose. The proceeds of advances of the Loan will be used by the Borrower to finance capital expenditures of the Borrower and for general corporate purposes. The Borrower agrees that the proceeds of the Loan are to be used only for the purposes set forth in this Section 2.

SECTION 3. Availability. Subject to Sections 2 and 6 of the MLA and Section 9 of this First Supplement, during the period commencing on the date on which all conditions precedent to the initial advance under the Loan are satisfied (the **“Closing Date”**) and ending on the Business Day immediately preceding the Maturity Date (the **“Availability Period”**), advances under the Loan shall be made as provided in the MLA; provided, however, that the Closing Date shall occur no later than December 31, 2007.

SECTION 4. Interest.

(A) Rate Options; Etc. The Borrower agrees to pay interest on the unpaid principal balance of the Loan in accordance with one or more of the following interest rate options, as selected by the Borrower:

(1) Weekly Quoted Variable Rate Option. As to any portion of the unpaid principal balance of the Loan selected by the Borrower (any such portion, and any portion selected pursuant to Subsections 4(A)(2), is hereinafter referred to as a **“Portion”**

of the Loan), interest will accrue pursuant to this variable rate option at a variable annual interest rate (the “**Variable Rate**”) equal at all times to the rate of interest established for the Borrower by CoBank in CoBank’s sole and absolute discretion on the first Business Day of each week. The rate of interest so established by CoBank will be effective from and including the first Business Day of each week to and excluding the first Business Day of the next week. Each change in the Variable Rate shall be applicable to the Portion of the Loan subject to this option and information about the then current Variable Rate shall be made available upon telephonic request.

(2) Quoted Fixed Rate Option. As to any Portion or Portions of the Loan selected by the Borrower, interest will accrue pursuant to this quoted rate option at a fixed annual interest rate (the “**Quoted Rate**”) to be quoted by CoBank in its sole and absolute discretion. Under this option, the interest rate on such Portion or Portions of the Loan may be fixed for such time periods chosen by the Borrower during which the Quoted Rate is to apply to a Portion of the Loan as may be agreeable to CoBank in its sole and absolute discretion in each instance; provided, however, that (i) the minimum Interest Period (as hereinafter defined in this Section 4(A)(2)) is one year, (ii) the minimum amount that may be fixed is \$100,000, (iii) such Interest Period may not extend beyond the Maturity Date, and (iv) such Interest Period may only expire on a Business Day.

Upon the occurrence and during the continuance of an Event of Default, as the Interest Periods for Portions of the Loan accruing interest at a Quoted Rate option expire, at CoBank’s option, such Portions of the Loan shall be converted to the Variable Rate option and the Quoted Rate option will not be available to Borrower until all Events of Default are no longer continuing.

“**Interest Period**” shall mean the time period chosen by Borrower during which the chosen fixed rate is to apply to a Portion of the Loan, which period commences on the day a rate fixed under Subsection 4(A)(2) of this First Supplement becomes effective.

(3) Rate Combinations. Notwithstanding the foregoing, at any one time there may be no more than four Portions of the Loan accruing interest pursuant to the Quoted Rate option.

(4) Selection and Changes of Rates. The Borrower shall select the rate option or options applicable to any advances under the Loan at the time it requests such advance. Thereafter, with respect to Portions of the Loan accruing interest at the Variable Rate option, the Borrower may, on any Business Day, subject to Subsections 4(A)(2) and 4(A)(3) of this First Supplement, elect to have the Quoted Rate option apply to such Portion. In addition, with respect to any Portion of the Loan accruing interest pursuant to the Quoted Rate option, the Borrower may, subject to Subsections 4(A)(2) and 4(A)(3) of this First Supplement, on the last day of the Interest Period for such Portion, elect to fix the interest rate accruing on such Portion for another Interest Period pursuant to the Quoted Rate option. From time to time the Borrower may elect, on a Business Day prior to the expiration of the Interest Period for any Portion of the Loan

accruing interest pursuant to a fixed rate option, and upon payment of the applicable (as defined in, and calculated pursuant to, Subsection 7(B) of this First Supplement) to convert all, but not part, of such Portion of the Loan so that it accrues interest at the Variable Rate option or a combination of the Variable Rate option and the Quoted Rate option, for a new Interest Period or Interest Periods selected in accordance with Subsections 4(A)(2) and 4(A)(3) of this First Supplement. Except for the initial selection, all interest rate selections provided for herein shall be made by electronic (if applicable), telephonic or written request of an authorized employee of the Borrower (designated in writing by the Borrowers) and must be received by CoBank by 12:00 noon, Mountain time, on the relevant day. In taking actions upon telephonic requests, CoBank shall be entitled to rely on (and shall incur no liability to the Borrower in acting upon) any request made by a person identifying himself or herself as one of the persons designated in writing by the Borrowers to request the Loan or select interest rates hereunder so long as any funds advanced are wired to an account previously designated in writing by the Borrower. **Notwithstanding the foregoing, rates may not be fixed in such a manner as to cause the Borrower to have to break any Quoted Rate balance in order to pay any installment of principal.**

(5) Accrual of Interest. Interest shall accrue pursuant to the Quoted Rate option from and including the first day of the applicable Interest Period to but excluding the last day of the Interest Period. If the Borrower elects to refix the interest rate on any Portion of the Loan accruing interest pursuant to the Quoted Rate option pursuant to Subsection 4(A)(4) of this First Supplement, the first day of the new Interest Period shall be the last day of the preceding Interest Period. In the absence of any such election, interest shall accrue on such Portion at the Variable Rate from and including the last day of such Interest Period. If the Borrower elects to convert from a Quoted Rate option to the Variable Rate option pursuant to Subsection 4(A)(4) of this First Supplement upon payment of the applicable Surcharge as provided in Subsection 7(B) of this First Supplement, interest at the applicable Quoted Rate shall accrue through the day before such conversion and either (i) the first day of any new Interest Period shall be the date of such conversion, or (ii) interest at the Variable Rate shall accrue on the Portion of the Loan so converted from and including the date of conversion.

(B) Payment and Calculation. Interest accruing on any Variable Rate Portion and any Quoted Rate Portion is payable in arrears on each of the following dates or events: (i) quarterly in arrears on the 20th day of the month following each calendar quarter; (ii) the prepayment of such Portion (or portion thereof), whether voluntary, mandatory or upon acceleration, to the extent accrued on the principal prepaid; and (iii) the Maturity Date. Interest shall be calculated on the actual number of days the Loan, or any part thereof, is outstanding on the basis of a year consisting of 360 days. In calculating accrued interest, the date the Loan is made shall be included and the date any principal amount of the Loan is repaid or prepaid shall be excluded as to such amount. If any date for the payment of interest is not a Business Day, then the interest payment then due shall be paid on the next Business Day.

SECTION 5. Fees.

(A) **Loan Origination Fee.** In consideration of the Commitment, the Borrower has paid to CoBank a non-refundable origination fee in the amount of \$25,000.

(B) **Unused Commitment Fee.** In consideration of the Commitment, the Borrower agrees to pay to CoBank a commitment fee on the average daily unused portion of the Commitment at the rate of 0.25% per annum, calculated on a 360-day basis, payable quarterly in arrears on the 20th day of the month following each calendar quarter and upon the Maturity Date. Such fee is payable for each quarter (or portion thereof) occurring during the original or any extended term of the Commitment.

SECTION 6. Prepayment. The Borrower may prepay in full or in part any Portion of the Loan as provided in Subsection 4(E) of the MLA. Unless otherwise agreed, all mandatory and voluntary repayments and prepayments pursuant to Section 4 of the MLA will be applied to such Portions of the Loan as the Borrower specifies in writing or, in the absence of such direction, as CoBank shall specify.

SECTION 7. Reduction and Termination of Commitment; Repayment of the Loan.

(A) **Scheduled Reductions.** Commencing on December 31, 2008 and each March 31, June 30, September 30, and December 31 occurring thereafter through the Maturity Date (each such date being a "**Commitment Adjustment Date**"), the Commitment shall be permanently reduced by \$113,636 (any such reductions shall be cumulative and shall be in addition to any reductions pursuant to Section 4 of the MLA). On the date of each Commitment reduction provided for in this Subsection 7(A), the Borrower promises to repay the Loan in an amount sufficient to reduce the aggregate principal balance of the Loan then outstanding to the amount of the Commitment as so reduced. The Commitment will terminate in full on the Maturity Date. If not sooner required to be repaid, all advances under the Loan and all other amounts due and owing hereunder and under the Loan Documents relating to the Loan shall be due and payable on the Maturity Date. If any payment date is not a Business Day, then such installment shall be due and payable on the next Business Day.

(B) **Application of Repayments; Related Interest and Surcharge Payments.** All repayments made pursuant to this Section 7 will be applied to such Portions of the Loan as the Borrower directs in writing or, in the absence of such direction, as CoBank specifies. At the time of each repayment pursuant to this Section 7, the Borrower must pay any applicable surcharge ("**Surcharge**") in an amount equal to the greater of (i) \$300 and (ii) the present value of any funding losses incurred or imputed by CoBank to have been incurred as a result of such repayments, prepayment or conversion for the period such amount was scheduled to have been outstanding at such fixed rate (which, if less than \$0, shall be deemed to be \$0), plus, in the case of prepayment of any Portion of the Loan accruing interest pursuant to the Quoted Rate option, an amount equal to 0.5% of the amount repaid, prepaid or converted. Such Surcharge, including the amount of any funding losses incurred by CoBank, shall be determined and calculated in accordance with methodology established by CoBank.

SECTION 8. Security. The Borrower's obligations hereunder and, to the extent related

thereto, the MLA, shall be secured as provided in Section 5 of the MLA.

SECTION 9. Additional Conditions Precedent.

(A) Conditions to Initial Advance. In addition to the conditions precedent set forth in the MLA and Subsection 9(A) of this First Supplement, CoBank's obligation to make the initial advance under the Loan is subject to the satisfaction of each of the following conditions precedent on or before the date of such advance:

(1) Capital Contribution to CoBank. That the Borrower has acquired participation certificates in CoBank in an initial amount of \$1,000;

(2) Opinion. That CoBank receive, in form and content acceptable to CoBank, an opinion or opinions of counsel (who shall be acceptable to CoBank) for each Loan Party;

(3) Loan Origination Fee. That CoBank receive the loan origination fee as required by Subsection 6(B) of the MLA.

(B) Conditions to Each Advance. In addition to the conditions precedent set forth in the MLA, CoBank's obligation to make any advance, including the initial advance, under the Loan is subject to the satisfaction of each of the following conditions precedent on or before the date of such advance:

(1) Advance Certificate. That CoBank receive a certificate, in the form of Exhibit A attached hereto, executed by the chief executive officer or president of the Borrower as to, among other things, (i) the continuing truth and accuracy of the representations and warranties of each Loan Party under the Loan Documents to which such Loan Party is a party, and (ii) the satisfaction of each of the conditions applicable to the making of the Loan;

(2) No Material Adverse Change. That from December 31, 2006, to the date of such advance there has not occurred any event which has had or could reasonably be expected to have a Material Adverse Effect on the business or prospects of any Loan Party.

[Signatures follow on next page.]

First Supplement to the Master Loan Agreement/Kingdom Telephone Company
Loan No. RX_____ -T1

IN WITNESS WHEREOF, the Borrower and CoBank each has caused this First Supplement to be executed and delivered by its duly authorized officer as of the date first shown above.

KINGDOM TELEPHONE COMPANY

By:_____

Name:

Title:

[Signatures continue on next page.]

First Supplement to the Master Loan Agreement/Kingdom Telephone Company
Loan No. RX_____ -T1

[Signatures continued from previous page.]

COBANK, ACB

By: _____

Name: Andy Smith

Title: Vice President

Exhibit A

ADVANCE CERTIFICATE -- LOAN NO. RX_____ -T1

THIS CERTIFICATE is given by [Name], the [chief executive officer/chief financial officer] of **KINGDOM TELEPHONE COMPANY** (the "**Borrower**"), pursuant to Section 6(B) of that certain Master Loan Agreement, dated as of [_____], 2007 (the "**MLA**"), and pursuant to Section 9(B) of that certain First Supplement to the Master Loan Agreement, dated as of [_____], 2007 (the "**First Supplement**"), between CoBank, ACB ("**CoBank**") and the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the MLA and in the First Supplement.

The undersigned hereby certifies as follows:

1. I am the [chief executive officer/chief financial officer] of the Borrower and as such possess the knowledge and authority to certify to the matters herein set forth, and the matters herein set forth are true and accurate to the best of my present knowledge, information and belief after due inquiry;
2. Since December 31, 2006, no event has occurred which has had or could have a Material Adverse Effect on the Borrower or any of its Subsidiaries.
3. All representations and warranties of each of the Loan Parties contained in the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof;
4. No Potential Default or Event of Default exists as of the date hereof or will result from the making of the advance with respect to which this Certificate is delivered; and
5. Each of the conditions specified in Section 6 of the MLA and in Section 9 of the First Supplement required to be satisfied on or prior to the date of the making of an advance under the Loan has been fulfilled as of the date hereof.

IN WITNESS WHEREOF, we have executed this Certificate as of _____, 200__.

[chief executive officer/chief financial officer], Kingdom
Telephone Company