

Supplemental Indenture), and the Company has given, granted, bargained, sold, transferred, confirmed, pledged, mortgaged, warranted the title to and conveyed, and by these presents does give, grant, bargain, sell, transfer, assign, pledge, mortgage, warrant the title to and convey unto The City National Bank and Trust Company of Kansas City, as Trustee, as provided in the Indenture and herein, and its successors in the trust thereby and hereby created, and to its and their assigns, all the right, title and interest of the Company in and to any and all premises, plants, systems, exchanges, property, leases and leaseholds, franchises, permits, tools, telephone lines, switchboards, stations and substations, and rights and powers of every kind and description, real and personal, acquired by the Company, and all such property hereafter acquired by the Company, together with the rents, issues, products and profits therefrom, since the execution and delivery of the Original Indenture, except such of said benefits or interests therein as may have been released by the Trustee or sold or disposed of in whole or in part as permitted by the provisions of the Indenture.

Without in any way limiting or restricting the generality of the foregoing description, or the foregoing exception and reservation, the Company hereby expressly gives, grants, bargain, sell, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustee, its successor or successors in the trusts of the Indenture and hereby, and its and their assigns, the additional property of the Company located in the State of Kansas described in Schedule A hereto attached and made a part hereof as fully as if set forth herein at length, together with the tenements, hereditaments and appurtenances thereto belonging or appertaining.

EXHIBITS EXCEPTING AND EXCLUDING, HOWEVER, from the Indenture and from the lien and operation thereof all properties of the classes, character and kind excepted from the lien and operation of the Original Indenture by the terms and provisions thereof, to the same extent and in the same manner as therein excluded.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged or conveyed by the Company, as aforesaid, or intended so to be, unto the Trustee and its successors in the trust and their assigns forever, subject, however, to the exceptions, reservations and matters recited in the Indenture, in trust, upon the terms and trusts set forth in the Indenture.

The Company does hereby covenant with the Trustee and its successors in said trust, for the benefit of those who shall hold the bonds and coupons, or any of them, as follows:

SECTION 1. For all purposes of the Original Indenture and of this Fifth Supplemental Indenture, unless the context otherwise requires, the terms "Indenture" and "this Indenture" shall mean and the terms "herein", "hereof" and similar terms shall refer to the Original Indenture as supplemented by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture and as amended and supplemented by this Fifth Supplemental Indenture.

SECTION 2. (A) *Terms of Series D Bonds.* The Bonds of Series D shall be coupon bonds payable to bearer with the privilege of registration as to principal, or registered bonds without coupons, in substantially the form heretofore set forth. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture.