

Indenture and by Section 3 of the Fourth Supplemental Indenture is hereby further amended effective upon the execution and delivery of this Supplemental Indenture by inserting in said section immediately after the words "Series A"; wherever they occur, the words "Series B", "Series C" and "Series D".

The Company agrees to observe and comply with the provisions of said sections, as so amended, so long as any Bonds of Series A, Series B, Series C or Series D, issued under and secured by the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and this Fifth Supplemental Indenture shall be outstanding.

SECTION 4. The Company covenants and agrees to observe and comply with the provisions of § 5.18 of Article 5 of the Original Indenture as amended and modified by the First Supplemental Indenture and Second Supplemental Indenture, so long as any bonds of Series A, Series B, Series C or Series D, issued under and secured by the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and/or this Fifth Supplemental Indenture shall be outstanding.

SECTION 5. All the covenants, stipulations, promises and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company or of the Trustee shall inure to and bind their respective successors and assigns as well as any and all obligors on the bonds, as defined in § 16.14 of the Original Indenture.

SECTION 6. Although this Fifth Supplemental Indenture is dated for convenience and for the purpose of reference as of July 1, 1955, the actual dates of execution by the

Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

SECTION 7. In order to facilitate the recording or filing of this Fifth Supplemental Indenture, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF KANSAS, INC. has caused this Fifth Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and The City National Bank and Trust Company of Kansas City in token of its acceptance of the trust hereby created has caused this Fifth Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Trust Officer or one of its Assistant Trust Officers; all as of the day and year first above written.

UNITED TELEPHONE COMPANY OF KANSAS, INC.

Attest: By *Carl A. Haid*
President.

W. H. Small
Secretary.

Signed, sealed and delivered on behalf of United Telephone Company of Kansas, Inc., in the presence of:

Stanley S. Patterson
Richard E. M. F. J. J.