

WHEREAS, the Government is the owner and holder of the Outstanding Notes; and

WHEREAS, it was the intention of the Corporation at the time of the execution of the Original Indenture that the property of the Corporation of the classes described therein as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Corporation

when and as executed and delivered under and pursuant to the Original Indenture, as from time to time amended or supplemented, and it is intended by the Corporation to confirm hereby the Indenture and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes, and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby; and

WHEREAS, the Indenture provides that the Corporation shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes secured by the Indenture at the time outstanding, duly authorize, execute, and deliver and record and file all such supplemental deeds of trust and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Indenture and to provide for the conveying, mortgaging and pledging of the property of the Corporation intended to be conveyed, mortgaged or pledged by the Indenture to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, ----- and the holder of all such notes has in writing requested the execution and delivery of this Supplemental Indenture pursuant to such provisions; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Corporation have been duly performed and complied with to authorize the execution and delivery hereof and to make the Indenture, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Trustee to the Corporation, the receipt whereof by the Corporation prior to the execution and delivery of this Supplemental Indenture is hereby acknowledged, this Supplemental Indenture witnesseth as follows:

1. The Corporation has executed and delivered this Supplemental Indenture and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Trustee and its successor or successors and its or their assigns, all and singular the real and personal property of the Corporation falling within the classes of property embraced in the description of the "Trust Estate" set forth in the Indenture, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Corporation, and wheresoever situate, including, without limitation, all property of the Corporation located and to be located in the Counties of Douglas, Franklin, Johnson, Lyon, Miami and Osage and in counties contiguous thereto, in the State of Kansas, and including, without limitation, all property, real and personal, tangible and intangible, acquired by the Corporation as follows:

1. From Overbrook Telephone Company by Bill of Sale, dated April 23, 1956, recorded in the offices of the registers of deeds in the following counties in the State of Kansas on April 30, 1956, as follows:

In Douglas County in Book 193 Misc. page 61;
In Franklin County in Book 52 Misc. page 429; and
In Osage County in Book 36 Misc. page 255.