

25

Second Supplemental Indenture, shall not be applicable to the Bonds of Series G.

Section 6. All the covenants, stipulations, promises and agreements in this Eighth 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 7. Although this Eighth Supplemental Indenture is dated for convenience and for the purpose of reference as of February 1, 1961, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

Section 8. In order to facilitate the recording or filing of this Eighth 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 Eighth 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 Eighth 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

24

original Indenture and all supplements thereto including this Eighth Supplemental Indenture shall be outstanding.

Section 4. §5.12 of the Original Indenture is hereby amended by deleting said section and inserting in lieu thereof a new §5.12 to read as follows:

"§5.12. That the Company will at all times maintain and preserve and keep its public utility property (exclusive of retired property), and every part thereof, in good repair and that from time to time it will make all needed repairs, renewals, replacements, betterments and improvements so that at all times the security for the Bonds issued hereunder shall be fully protected and its property maintained in accordance with accepted standards of the telephone industry and the requirements of the State Corporation Commission of the State of Kansas or other regulatory body having jurisdiction; and will promptly record as retired on its books all public utility property that is no longer used or useful in the Company's business; provided, however, that nothing herein contained shall be construed to prevent the Company from ceasing to operate any of its systems or property, if in the judgment of the Company and in the opinion of an engineer it is advisable not to operate the same for the time being, or if the Company intends to sell or otherwise dispose of the same, and within a reasonable time endeavors to effect such a sale or other disposition, or to prevent the Company from adopting another or different system of operation and substituting equipment and property adapted thereto for the then existing lines, plants, buildings, exchanges, and other equipment and property."

Section 5. §5.18 of the Original Indenture, as amended and modified by the First Supplemental Indenture and the