

of \$17.01 of Article 17 of the original Indenture, to execute this Eleventh Supplemental Indenture and to make and enter into the agreements hereinafter set forth; and

WHEREAS, the execution and delivery of this Eleventh Supplemental Indenture has been duly authorized by the stockholders and the Board of Directors of the Company; and the Company has requested and does hereby request the Trustee to join with the Company in the execution and delivery of this Eleventh Supplemental Indenture; and

WHEREAS, since the execution of the original Indenture, the Company has made extensions, developments, additions and improvements to its telephone lines and systems, and has acquired certain properties, and for the better assuring, assigning, conveying and confirming unto the Trustee, all of the aforesaid extensions, developments, additions and improvements and the properties so acquired since the execution of the original Indenture and the ten Supplemental Indentures hereinabove referred to, the Company desires to execute, acknowledge and deliver further conveyance and mortgage thereof;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid by the Trustee to the Company and of good and valuable consideration, the receipt whereof is hereby acknowledged, and for the purpose of further securing the due and punctual payment of the principal and interest on all bonds that shall be issued under said Indenture and which shall at any time be outstanding thereunder, and for the purpose of further securing the faithful performance and observance of all the covenants and conditions in the Indenture, the Company hereby confirms the Indenture (including each preceding 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 trusts 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, bargains, sells, transfers, assigns, pledges, mortgages, warrants the title to and conveys unto the Trustee, its successor or successors in the trust 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 thereunto belonging or appertaining.

EXPRESSLY 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 suc-