its covenants contained in §5.12 of the original Indenture, as amended by Section 4 of the Eighth Supplemental Indenture. Said engineer or firm of engineers shall within a reasonable time after such request is made, file a written report with the Trustee and the Company, which report shall express an opinion whether the covenants of the Company contained in §5.12 of the original Indenture, as amended by Section 4 of the Eighth Supplemental Indenture, have been met.

The Company shall forthwith mail a copy of said report to each holder or registered owner of Series K Bonds who requested that the physical properties of the Company be inspected as aforesaid. The Trustee shall have no duty in respect of such report furnished to it as aforesaid, except to retain the same on file for inspection by the holders of the Series K Bonds outstanding hereunder.

SECTION 5. The provisions of §5.16 of the original Indenture and §5.18 of the original Indenture, as amended and modified by the First Supplemental Indenture and the Second Supplemental Indenture, shall not be applicable to the Series K Bonds.

SECTION 6. All the covenants, stipulations, promises and agreements in this Twelfth 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 Twelfth Supplemental Indenture is dated for convenience and for the purpose of reference as of October 1, 1971, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgements hereto annexed.

SECTION 8. In order to facilitate the recording or filing of this Twelfth 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 making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF KANSAS, INC. has caused this Twelfth 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 Twelfth 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; all as of the day and year first above written.

UNITED TELEPHONE COMPANY OF KANSAS, INC.,

By .....
J. G. KREAMER, *President*

ATTEST:

.....,
J. D. BREWER, *Secretary*

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY,

By .....
E. S. CHAPMAN Sr. Vice Pres.

ATTEST:

.....,
CYRUS E. RICKETTS, *Secretary*

CORPORATE SEAL