

*Specifically* provided, said respective resolutions to be accompanied by the certificate of the Telephone Company under its corporate seal, signed by its then President or Vice-President and attested by its then Secretary or Assistant Secretary or Acting Secretary, and verified by the affidavit of its then President or Vice-President signing the same, confirmed by certificate of an engineer or auditor selected by the Telephone Company and approved by the Trustee, as to the facts recited, and describing briefly the bonds and securities and the additions and improvements for account of which bonds are asked to be authenticated and delivered, stating the actual purchase price or the actual cost thereof and that the same have been made or acquired, and the ownership thereof, and whether there are any encumbrances or liens thereon. The Trustee shall not be required to inquire into the genuineness or legality of any bond or note exchanged and delivered to the Trustee under the provisions of this instrument. Any resolution, certificate and affidavit as above required may be accepted by the Trustee as conclusive evidence of the statement of facts thereon made; nevertheless the Trustee may, in addition to such resolution, affidavit and certificate, require the production of vouchers evidencing the expenditures for such permanent additions and improvements, and the Trustee may require any further reasonable evidence it may deem proper or necessary in its discretion to fully establish the actual expenditure of the sums in respect of which bonds are to be certified: Provided, however, that said Trustee shall not be obligated to require the production of said vouchers or further evidence, and that said Trustee shall not be held responsible in any way for not so doing.

Nothing in this article shall be construed to authorize the issue and certification of additional bonds while the Telephone Company is in default in any manner hereunder, but said Trustee shall be protected in certifying such additional bonds unless actual written notice of such default be given it by any bondholder, if the other conditions exist for their certification as hereinbefore set out.

**ARTICLE SECOND.**—In case any officers who shall have signed for the Telephone Company any bonds issued hereunder shall cease to be such officers of the Telephone Company after the execution of such bonds, but before the bonds so signed shall be authenticated and delivered by the Trustee hereunder, such bonds may, nevertheless, be issued, authenticated and delivered as though such persons had not ceased to be such officers of the Telephone Company. Only such bonds as shall be authenticated by the Trustee by signing the Trustee's certificate endorsed thereon shall be secured by this mortgage deed of trust, or be entitled to any benefit or lien hereunder; and such certificate of the trustee shall be conclusive and the only evidence that the bonds so authenticated have been duly issued and are entitled to the benefit and security of the lien hereby created. The Trustee shall be fully protected in acting upon any certificate, statement, report, order, notice, request, consent or document by it believed to be genuine and to be signed by the proper party; and the Trustee shall not incur any liability on account of any act done or omitted to be done in good faith under the provisions of this article.

For payment of said bonds and interest the Telephone Company is liable in person and any deficiency after exhausting the mortgage security may be enforced against it, but shall not be enforced directly or indirectly against its directors, officers, incorporators or stockholders individually; and it is expressly agreed by every person who shall hold any of said bonds that the present or any future directors, officers or stockholders of the Telephone Company, its successors or assigns, shall not be individually liable in any manner in respect of any of said bonds or the interest thereon, or hereunder.

**ARTICLE THIRD.**—The words "Permanent Additions and Improvements" as used in this Indenture shall be construed to mean permanent additions and improvements to the property of the Telephone Company made after April 1st, 1915, and after the President or Vice-President of the Telephone Company shall have certified under oath to the Trustee that the entire net proceeds of the One Hundred and Forty Thousand Dollars (\$140,000.00) par value of bonds which are to be issued as provided in Article One hereof, and the entire net proceeds of Twenty-five thousand Dollars (\$25,000.00) of stock of the Company have been fully expended, or reserved for the consolidation, improvement and extension of the property of this Company located at Ottawa, Kansas, and vicinity and the payment of debt created by the purchase of the local telephone exchanges of the Kansas City Long Distance Telephone Company and the Missouri and Kansas Telephone Company; permanent additions and improvements to include all additional real estate in fee, leasehold or other title, additional buildings, betterments and extensions of the system of the Telephone Company, additional machinery, appliances, apparatus, equipment and extensions for use in connection with its then system or the purchase, construction or acquisition of new telephone lines, exchanges, properties, franchises and easements, and all of which shall at the time be covered by the lien of this indenture, as a first lien, and as herein provided for the acquisition of property subject to existing encumbrances:

Provided, however, whenever property no longer necessary, useful or profitable for the business of the Telephone Company, or old or worn out, is replaced by other property of greater cost than the cost of the old property if new at the time of replacement, then such excess of cost of such new property, and such excess only shall be deemed permanent additions and improvements within the meaning of said words as used in this article.

**Article Fourth.**—Said bonds issued hereunder shall pass by delivery, unless registered as to principal upon the books of the Telephone Company at the office of and kept by the Commerce Trust Company, such registration to be noted on the respective bonds. The Telephone Company covenants that it will keep at said office a book or books for such registration, and the holder of any of said bonds may at his option and expense so have his bond registered upon presenting the same. When a bond is so registered, it shall pass only by transfer on said books, noted also on the bond, and such registered holder shall be deemed the owner of such bond for all purposes. Any registered bond may, upon presentation at said office with a written order of the person in whose name it is registered, properly authenticated, be transferred to the name of

Same: Tel. Co.  
not Entitled  
to Issue Bonds  
If In Default.

Signatures on  
Bonds by Former  
Officers Good.

No Bonds Valid  
Until Authen-  
ticated by  
Trustee.

Stockholders,  
Etc., of Tel.  
Co. Not Liable  
Individually.

Definition of  
Words, "Per-  
manent Addi-  
tions and Im-  
provements."

Bonds to  
pass by Deliver  
Until Registered;  
Now Registered;  
Now Dis-  
charged from  
Registry.