

SAND DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64104

predecessor Company) heretofore duly made, executed and delivered to the Trustee a certain Indenture of Trust and Mortgage (hereinafter generally referred to as the Original Indenture), dated as of May 1, 1928, recorded among other places in the counties of Brown, Denison, Webaunsee, Douglas, Osage, Nemaha, Pottawatomie, Jackson and Jefferson, to which this instrument is supplemental pursuant to the provisions of the Original Indenture, whereby the predecessor Company mortgaged, conveyed, transferred and assigns to the Trustee all the property therein described, whether owned at the time of execution or thereafter acquired, to secure its First Mortgage Gold Bonds (hereinafter generally called the Bonds), of an unlimited (except as provided in the Original Indenture) permitted aggregate principal amount, to be issued in one or more series, the Bonds of the initial series being designated "Series A", and hereinafter so referred to, of an unlimited (except as provided in the Original Indenture) permitted aggregate principal amount, all (\$534,000) Series A Bonds having been heretofore issued by the predecessor Company and being now outstanding, and five hundred and ninety thousand nine hundred dollars (\$590,900) aggregate principal amount of said Series A Bonds being now issued or about to be issued by the Company, all under and pursuant to the provisions of the Original Indenture; and

WHEREAS heretofore and on or about July 1, 1931, The Central Kansas Telephone Company (a Kansas corporation) and the predecessor Company, in the exercise of the lawful powers of each, and pursuant to authority duly conferred upon each and to proper and sufficient corporate action of each, became merged and consolidated into the Company, and the Company is now duly vested with all the rights, privileges, franchises and property, both real and personal and has assumed and is liable for all the indebtedness and obligations, of said The Central Kansas Telephone Company and of the predecessor Company; and

WHEREAS, by subclauses (1) and (3) of section 1 of Article XII of the Original Indenture it is provided, among other things, that the Company and the Trustee, from time to time and at any time, may enter into an indenture or indentures supplemental to the Original Indenture, each of which shall thereafter from a part thereof, for, among other things, the purpose of pledging, selling, assigning, transferring or conveying to the Trustee any other property or properties to be held subject to the lien of the Original Indenture with the same force and effect as if included in the granting clauses of the Original Indenture (provided that the amount, maturity and the interest borne by all indebtedness secured by mortgage, pledge or lien superior to the lien of the Original Indenture to which any property so acquired shall be subject, and particulars concerning such superior mortgage, pledge or lien, shall be specified and described in the supplemental indenture covering the property so mortgaged, pledged or encumbered), and of evidencing the succession of another corporation to the Company under the Original Indenture, and the assumption by such successor corporation of the covenants and obligations of the Company under the Bonds and under the Original Indenture upon the terms and conditions of Article IX thereof; and

WHEREAS the company has further power to borrow money, to issue its obligations and to secure the same under the Original Indenture and this instrument and, in the exercise of its lawful powers, and pursuant to authority duly conferred upon it, and to proper and sufficient corporate action, has duly and lawfully determined, in order to provide funds for its proper corporate purposes, to execute and deliver this Supplemental Indenture of Trust and Mortgage (hereinafter generally called this Supplemental Indenture), and to issue additional Bonds under and secured by the Original Indenture; and

WHEREAS it is among other things provided by section 6 of Article IV of the Original Indenture that the Company will from time to time upon the request of the Trustee make, do, execute, acknowledge, deliver and record or file, or re-record or refile, in all places, if any, wherever required for the proper protection of the Bondholders and of the Trustee all such further and additional acts, deeds, assurances and instruments and will take all such further action as may reasonably be required by the Trustee for assuring and confirming to and to the use of the Trustee, in trust, all and singular the property included or intended to be included in the Mortgaged Property (as defined in the Original Indenture) and to carry out the intention of the Original Indenture or for assuring to the Trustee, or the holders of the Bonds, the lien, rights, benefits and security of the Original Indenture and the covenants of the Company therein contained, and the payment of the Bonds, and the Trustee has requested the Company, pursuant to said provisions to make, execute, acknowledge, deliver record and/or file, and/or re-record or refile, this Supplemental Indenture, supplemental to and confirmatory of the Original Indenture, and to mortgage, convey, transfer and assign to the Trustee, upon the trusts of the Original Indenture and hereof, all of the property hereinafter specified; and

WHEREAS all requirements of the Original Indenture in respect of the form and provisions hereof have been fully complied with and all conditions, acts and things have been complied with, performed and have happened necessary to make the Bonds heretofore issued and now outstanding, and any additional Bonds executed by the Company and certified by the Trustee, and delivered, all as provided in the Original Indenture, the valid, legal and binding obligations of the Company according to their tenor and this Supplemental Indenture a valid, legal and binding instrument supplemental to and confirmatory of the Original Indenture and enforceable in accordance with its terms for the uses and purposes herein and in the Original Indenture set forth, and the execution and delivery of the Bonds as provided in the Original Indenture, and the execution and delivery of this Supplemental Indenture, have been in all respects duly authorized;

NOW, THEREFORE, pursuant to and in execution of the powers, authorities and obligations conferred imposed and reserved in the Original Indenture, and of every other power, authority and obligation thereto appertaining and/or enabling, in consideration of the premises, of the right of the Company to issue Bonds under the Original Indenture and of the certification, purchase and acceptance of the Bonds, and in consideration of the sum of ten dollars (\$10) duly paid to the Company by the Trustee, and of other good and valuable considerations, receipt whereof upon the sealing and delivery of the Original Indenture and of this Supplemental Indenture the Company hereby acknowledges, and for the purpose of confirming the Original Indenture and as an Indenture hereby expressly stated to be supplemental to, and in compliance with and performance of the covenants, conditions and provisions in that respect contained in, the Original Indenture, and in order to evidence the succession of the Company to the predecessor Company under the Original Indenture and the assumption by the Company of the obligations of the predecessor Company under the Bonds and under the Original Indenture upon the terms and conditions of Article IX thereof, and in order better to secure equally and pro rata the payment of both the principal of and the interest on all of the Bonds at any time certified, issued and outstanding under the Original Indenture and hereunder, according to their tenor, purport and effect and the provisions thereof, of the Original Indenture and hereof, and to secure the faithful performance and observance of all the covenants, obligations, conditions and provisions therein, in the Original Indenture and herein contained, and to declare further the terms and conditions upon which the trusts hereof are to be administered by the Trustee, and upon which the property hereby mortgaged, conveyed, assigned and transferred is to be held and disposed of, all as in the Original Indenture and hereinafter provided, THE COMPANY DOES HEREBY, as a part and condition of the consolidation and merger hereinbefore referred to, and as a part of the purchase price for the property of the