

SARL DODSWORTH STATUTORY CO KANSAS CITY MO 64104

In addition to and in confirmation and performance of the covenants, agreements, conditions and provisions of the Original Indenture, in so far as the same are applicable, it is hereby further covenanted, declared and agreed, upon the trusts and for the purposes aforesaid, as set forth in the following further covenants, agreements, conditions and provisions, viz:

SECTION 1. All words and terms used in this instrument shall be taken, unless the context requires some other meaning, to be used with the meaning defined and/or used in the Original Indenture in respect of each such word and term, respectively.

SECTION 2. The Company covenants and agrees in particular, but without limiting other covenants and provisions hereof or of the Original Indenture, as hereinafter in this section set forth, namely:

SUBSECTION A. The Company will duly and punctually pay or cause to be paid, as therein, in the Original Indenture and in this Supplemental Indenture provided, the principal of and interest on each of the Bonds, and will pay such interest without deduction and with reimbursement for taxes, all as provided in the Original Indenture in respect of such payment, and of such deduction and reimbursement are hereby adopted as fully as if set forth herein at length.

SUBSECTION B. The Company is duly organized and existing under the laws of the State of Kansas and is duly authorized under all applicable provisions of law to create and issue the Bonds as provided in the Original Indenture, and to execute this Supplemental Indenture, and all corporate action on its part for the creation and issue of the Bonds as so provided, and the execution and delivery of this Supplemental Indenture has been duly and effectively taken. The Bonds in the hands of the holders thereof, the Original Indenture and this Supplemental Indenture are, and will be, respectively, valid and enforceable obligations of the Company in accordance with the provisions thereof and hereof.

SUBSECTION C. The Company will, from time to time, at the request of the Trustee, reimburse, indemnify, put in funds, save harmless, and compensate the Trustee, in respect of action by the Trustee hereunder and under the Bonds, as fully and effectually in all instances as the Company has covenanted in the Original Indenture so to do in respect thereof.

SUBSECTION D. 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 securing and confirming to and to the use of the Trustee, in trust, carry out the intention of the Original Indenture and of this Supplemental Indenture or for assuring to the Trustee, or the holders of the Bonds, the lien, rights, benefits and security of the Original Indenture and of this Supplemental Indenture and the covenants of the Company therein and herein contained, and the payment of the Bonds.

SUBSECTION E. The Mortgaged Property is now wholly free from and unencumbered by any mortgage, pledge or other encumbrance or lien of any kind, except only those certain encumbrances or liens (if any) set forth in the granting clauses of the Original Indenture and/or hereof, and taxes for the current year not yet due; and the Company will duly and punctually perform, pay and discharge, or if it contests, will stay (and indemnify the Trustee from time to time to the satisfaction of, or trustee against) the enforcement of, all obligations and claims arising or to arise out of or in connection with each and every such encumbrance or lien. The Company will not create or suffer any mortgage, pledge or charge, or any other encumbrance or lien of any kind, superior to or on a parity with the lien of the Original Indenture and of this Supplemental Indenture, upon the Mortgaged Property or any part thereof, now owned or hereafter acquired, except only as permitted by the provisions of Section 12 of Article IV of the Original Indenture.

SUBSECTION F. The Company is lawfully seized in fee simple and possessed in its own right, absolutely and unconditionally, of the Mortgaged Property particularly described in the granting clauses of the Original Indenture and of this Supplemental Indenture, and has good title, to and full power and authority to sell, assign, transfer, mortgage and convey the property hereby and by the Original Indenture sold, assigned, transferred, mortgaged and conveyed or purported to be sold, assigned, transferred, mortgaged or conveyed; and the Company will warrant and defend the title to the Mortgaged Property, and every part thereof, to the Trustee, against all claims and demands whatsoever of any person and all persons claiming or to claim the same or any interest therein, except only those encumbrances stated in the granting clauses hereof and of the Original Indenture and taxes for the current year not now due, and pledges, mortgages, encumbrances or liens on after-acquired property, as permitted in section 12 of Article IV of the Original Indenture. The Company will keep the Original Indenture and this Supplemental Indenture at all times properly filed and recorded, refiled and re-recorded, in such manner and in such places, and will do such other acts, as may be necessary or desirable to establish and maintain the superior lien hereof and of the Original Indenture upon the Mortgaged Property.

SUBSECTION G. The Company hereby covenants, warrants and represents that all recitals and statements in the Original Indenture, in this Supplemental Indenture and in the Series A Bonds are true in fact except as the same are expressly or by implication affected, modified or altered by the consolidation and merger hereinbefore referred to of the predecessor Company and The Central Kansas Telephone Company, and that at the date of the execution and delivery of this Supplemental Indenture the Company is not in default in any respect under any of the provisions of the Original Indenture of the Bonds of Series A. or hereof; and the Company hereby expressly ratifies, adopts, renews, confirms and continues in full force and effect, without limitation, each and every covenant, agreement condition and provision contained in the Original Indenture and in the Series A Bonds.

SECTION 3. If any one or more of the defaults or events of default specified in section 1 of Article V or elsewhere in the Original Indenture shall happen and shall continue for the period of grace, if any, therein specified, the Trustee shall be entitled, in respect of each and every part of the Mortgaged Property, and/or in respect of all Bonds issued and to be issued under the Original Indenture, to have from time to time, and may exercise as therein provided, any and all of the rights, powers, remedies, immunities and provisions specified in said Article V and elsewhere in the Original Indenture as fully as if said rights, powers, remedies, immunities and provisions were set forth herein at length and expressly made applicable, mutatis mutandis, in respect of the property included in the granting clauses of this Supplemental Indenture, and in respect of a default by the Company under the provisions of the Original Indenture and/or of this Supplemental Indenture and/or of the Bonds issued and to be issued thereunder. Without limiting the generality of the foregoing provisions of this section, the Trustee shall be entitled to, and from time to time in its discretion may exercise, in respect of each and every part of the Mortgaged Property and of the property included in the granting clauses of the Original Indenture of this Supplemental Indenture and of any other Indenture supplemental thereto or hereto, the power to accelerate maturity and to waive and rescind any such acceleration, and the powers of entry, sale, foreclosure and/or other enforcement, and all other powers, rights, immunities and remedies, as provided in said Article V and elsewhere in the Original Indenture.

SECTION 4. The Trustee accepts and agrees to execute the trusts, powers, rights and duties of this Supplemental Indenture, in whatever capacity it may act hereunder, upon and only upon and subject to the terms and conditions of this Supplemental Indenture, and the terms and conditions of this Supplemental Indenture, and the terms and conditions of the Original Indenture relating to the Trustee thereunder, all of which the Company and the Bondholders agree, by the issue, acceptance and holding