

stations, sub-stations, equipment (including central office equipment, subscribers' stations equipment and other equipment in general), instruments, house-wiring connections and all appliances, apparatus, fixtures, fittings and equipment of every nature and kind whatsoever pertaining to or useful in the transaction of the telephone business in the State of Kansas, which the Company now owns or in which it now has any interest or which it may hereafter acquire in the State of Kansas, regardless of whether any or all of the above specified items of property are placed upon real estate belonging to the Company or to other corporations, partnerships, or individuals.

## III

## FRANCHISES, RIGHTS OF WAY AND OTHER RIGHTS.

All the corporate and other franchises of the Company all ordinances, privileges, immunities, consents, permissions, leases, licenses, license agreements, easements, rights of way, and other rights and privileges pertaining to or useful in the transaction of the telephone business of the Company in the State of Kansas.

## IV.

## ADDITIONAL PROPERTY CONVEYED TO THE TRUSTEE.

All property which may from time to time after the date of this Indenture be delivered to or which may by writing of any kind be conveyed, pledged, assigned or transferred to the Trustee by the Company or by any other corporation, partnership or individual to be held as part of the trust estate; and the Trustee is hereby authorized to receive any such property and also to receive any such conveyance, pledge, assignment or transfer, as additional security under this Indenture, and to hold and apply any and all such property subject to and in accordance with the terms of this Indenture.

(d) all equipment, goods, merchandise, appliances, materials and supplies acquired by the Company for the purpose of sale or lease in the ordinary course and conduct of the business of the Company or to its customers or for the purpose of consumption in the operation of any of the properties of the Company;

(e) all motor cars, motor trucks and other vehicles; whether now owned or hereafter acquired by the Company,

provided, however, and it is hereby expressly agreed, that upon the happening of an event of default specified in §10.01 hereof all the excepted property hereinabove in this paragraph described or included and then possessed by or belonging to the Company shall forthwith become and be, to the extent permitted by law, subject to the lien and operation of this Indenture, and all such property, or the evidences of the same, shall forthwith be conveyed, mortgaged, pledged, assigned, transferred and delivered to the Trustee; provided further, however, that if such event of default so happening shall have been duly cured, removed or waived, all of such property shall forthwith cease to be subject to the lien and operation of this Indenture, and all thereof, or the evidences of the same, shall forthwith be reconveyed and redelivered to the Company, and the Company and the Trustee shall be restored to their former positions and rights hereunder.

AND FURTHER EXPRESSLY EXCEPTING AND EXCLUDING FROM this Indenture and from the lien and operation hereof, all properties, rights and franchises owned by any other corporation of whatever character, shares of stock or other securities whereof, or obligations secured by lien upon the properties, rights or franchises whereof, may be now owned or hereafter acquired or possessed by the Company, notwithstanding the fact that the Company may own or hereafter acquire all or substantially all of the shares of stock or other securities issued by, or obligations secured by lien

## V.

## AFTER-ACQUIRED PROPERTY.

All real, fixed, personal and mixed property and all other property of the character above described in this Indenture (except such property as is expressly excepted hereafter in this Indenture) wherever situate, whether or not hereinabove specifically described, and all interests therein which the Company may now own or hereafter acquire.

TOGETHER WITH all and every part of the tenements, hereditaments and appurtenances belonging or in any way appertaining to the above mentioned property, rights and franchises or any part thereof, with all the reversions, remainders and (to the extent permitted by law) tolls, rents, revenues, issues, income, product, profits, benefits, and advantages to be derived by the Company from such property in any way whatsoever, and all the estate, right, title, interest and claim whatsoever, whether at law or in equity or otherwise, which the Company now has or may hereafter at any time acquire in all the above mentioned property, rights and franchises and every part thereof;

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Indenture and from the lien and operation hereof:

(a) all property expressly excepted in the foregoing descriptions;

(b) all bills, notes and accounts receivable and cash on hand and in banks;

(c) all shares of stock and other certificates of interest therein and all bonds, notes and other evidences of indebtedness or certificates of interest therein and all other securities not herein or hereafter specifically mortgaged and pledged hereunder by specific delivery and assignment thereof to the Trustee or covenanted so to be;

upon the properties, rights or franchises of, any such corporation, or that any such corporation may be incorporated or organized at the instance of or for the account of the Company, or that all or any part of the shares of stock or other securities, or obligations of such corporation may be specifically subjected to the lien hereof by the Company.

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 and reservations and matters hereinabove recited, permitted liens as defined in §10.01(t) hereof, and to liens existing on any property hereafter acquired by the Company at the time of such acquisition.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued hereunder, or any of them, without preference or priority of any of said Bonds or coupons over any others thereof, or of the Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of issue, sale or negotiation thereof or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in §10.31 of this Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED BY and between the parties hereto, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the