

payment of interest, or a reduction in the rate of interest thereon or in the amount of principal or premium (if any), or (3) the registration by the Company of any lien ranking prior to, or on a parity with, the lien of said Indenture or of any Indenture supplemental hereto, with respect to any of the property covered thereby.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration book of the Trustee for the purpose at the principal office and if so registered shall pass only by its duly authorized attorney, the registered owner, unless such transfer shall have been made and hereafter to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer, be treated as negotiable and pass by delivery, whether or not this bond is registered. Coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

It is part of the contract herein contained that each bearer or registered owner hereof by the acceptance hereof waives all right of recourse to any personal

liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor, successor corporation, partnership or trust, or of the collection of any indebtedness hereon, and as a part of the consideration for the issue hereof releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, THE AMERICANS TELEPHONE COMPANY has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and has likewise caused the annexed coupon to be authenticated by a forgeman of the said company, its President, all as of the first day of April, 1933.

THE AMERICANS TELEPHONE COMPANY.

By _____ President.

ATTEST:

Secretary.

(Form of Series C-Interest Coupon)

Series C

No. _____

On the first day of _____, 19____, The American Telephone Company, upon surrender hereof, will pay to the bearer at the principal office of The City Bank and Trust Company of Kansas City, Kansas, in the City of Kansas City, Missouri, or at the principal office of its successor in trust under the Indenture securing the bond hereinafter mentioned, in law.