

made which shall change or modify any of the rights, duties or obligations of the Trustee without its written consent thereto and provided, further, that without the consent of the bearer or registered owner affected thereby, no such modification or alteration shall permit (a) the extension of the time of payment of the principal of any bonds, or the extension of the time of interest thereon, or a reduction in the rate of interest thereon or in the amount of the principal or premium, if any, or (b) the creation by the Company of any lien ranking prior to, or on a parity with, the lien of said Indenture or of any Indenture supplemental thereto, with respect to any of the property covered thereby.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and or maturity, date, and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Registered bonds without coupons of this series and upon 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 or be declared 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 in certain cases specified in such Indenture, may under the conditions provided in said Indenture, waive details hereunder and the consequences of such details.

It is part of the contract herein contained that each registered owner hereof by the acceptance hereof waives all right of rescission and special liability of any mortgage, deed, lease, license or interest or past, present or future of the Company, as such, or of any predecessor or successor corporation, however arising, for the collection of any indebtedness hereunder, and as a part of the consideration for the release from all such liability each such investor, stockholder, officer or director, all as provided in said Indenture.

This bond shall not be valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, THE AMERICAN 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, all as of the _____ day of _____, 196__.

THE AMERICAN TELEPHONE COMPANY,

By _____ *President*

ATTTEST: _____ *Secretary*

(Form of Authentication Certificate)

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Indenture.

The City National Bank and Trust Company
of Kansas City, _____ Trustee

By _____ *Authorized Officer*