sents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of any series outstanding affected by such modification or alteration in case one or more, but less than all, of the series of bonds then outstanding under said Indenture are so affected, in each instance such affirmative vote to be given at a meeting of bondholders called and held, or such written consents to be evidenced by the filing thereof with the Trustee, as provided in said Indenture; provided, however, that no such modification or alteration shall be made which shall change or modify any of the rights, immunities 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 bond, or the extension of the time of payment of interest, or a reduction in the rate of interest thereon or in the amount of the principal or premium (if any), or (b) the creation of 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 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-books to be kept for the purpose at the principal office of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and reigstered 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 and registered bonds without coupons 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, 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 or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; 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, United Telephone Company of Kansas, Inc. 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