Indenture dated as of March 1, 1949, Second Supplemental Indenture dated as of September 1, 1949, Third Supplemental Indenture dated as of September 1, 1952 and Fourth Supplemental Indenture dated as of April 1, 1953, executed and delivered by The American Telephone Company (which by change of name has become United Telephone Company of Kansas, Inc.), a Fifth Supplemental Indenture dated as of July 1, 1955, and a Sixth Supplemental Indenture dated as of September 1, 1957, executed and delivered by the Company, all to The City National Bank and Trust Company of Kansas City, as Trustee, and a Seventh Supplemental Indenture dated as of January 1, 1959, executed and delivered by the Company to the Trustee, to which Indenture, Supplemental Indentures, and indentures supplemental thereto (herein sometimes collectively called the "Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies of the bearer or registered owner of this bond in regard thereto, the terms and conditions upon which said bonds are secured thereby, the terms and conditions upon which said bonds may be issued and the rights, immunities and obligations of the Trustee under said Indenture.

The Bonds of Series F are subject to redemption prior to maturity at the option of the Company, as a whole at any time or in part from time to time, at the following percentages of the principal amount thereof; provided, however, that no redemption shall be made prior to January 1, 1964, directly or indirectly, as a part of, or in anticipation of, any refunding operation by the Company involving the incurring of any indebtedness bearing a lower interest rate than the Bonds of Series F:

105%	to and including December 31, 1959;
104.65%	on Jan. 1, 1960 and thereafter to and including Dec. 31, 1960
104.30%	on Jan. 1, 1961 and thereafter to and including Dec. 31, 1961
104%	on Jan. 1, 1962 and thereafter to and including Dec. 31, 1962
103.750%	on Jan. 1, 1963 and thereafter to and including Dec. 31, 1963
103.500%	on Jan. 1, 1964 and thereafter to and including Dec. 31, 1964
103.250%	on Jan. 1, 1965 and thereafter to and including Dec. 31, 1965

103%	on Jan. 1, 1966 and thereafter to and including Dec. 31, 1966
102.750%	on Jan. 1, 1967 and thereafter to and including Dec. 31, 1967
102.500%	on Jan. 1, 1968 and thereafter to and including Dec. 31, 1968
102.375%	on Jan. 1, 1969 and thereafter to and including Dec. 31, 1969
102.250%	on Jan. 1, 1970 and thereafter to and including Dec. 31, 1970
102.125%	on Jan. 1, 1971 and thereafter to and including Dec. 31, 1971
102%	on Jan. 1, 1972 and thereafter to and including Dec. 31, 1972
101.875%	on Jan. 1, 1973 and thereafter to and including Dec. 31, 1973
101.750%	on Jan. 1, 1974 and thereafter to and including Dec. 31, 1974
101.625%	on Jan. 1, 1975 and thereafter to and including Dec. 31, 1975
101.500%	on Jan. 1, 1976 and thereafter to and including Dec. 31, 1976
101.375%	on Jan. 1, 1977 and thereafter to and including Dec. 31, 1977
101.250%	on Jan. 1, 1978 and thereafter to and including Dec. 31, 1978
101.125%	on Jan. 1, 1979 and thereafter to and including Dec. 31, 1979
101%	on Jan. 1, 1980 and thereafter to and including Dec. 31, 1980
100.875%	on Jan. 1, 1981 and thereafter to and including Dec. 31, 1981
100.750%	on Jan. 1, 1982 and thereafter to and including Dec. 31, 1982
100.625%	on Jan. 1, 1983 and thereafter to and including Dec. 31, 1983
100.500%	on Jan. 1, 1984 and thereafter to and including Dec. 31, 1984
100.375%	on Jan. 1, 1985 and thereafter to and including Dec. 31, 1985
100.250%	on Jan. 1, 1986 and thereafter to and including Dec. 31, 1986
100.125%	on Jan. 1, 1987 and thereafter to and including Dec. 31, 1987
100%	on Jan. 1, 1988;

together in any case with interest accrued thereon to the date of redemption; upon at least thirty (30) days' prior notice (unless such notice is waived by all bondholders) given by publication at least once each week for three (3) successive calendar weeks in a newspaper printed in the English language and published daily, except Sundays and holidays (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date) and of general circulation in the City of Kansas City, Missouri; provided, however, that the Bonds of Series F shall be subject to redemption in part from time to time in like manner through the operation of the sinking fund and the maintenance and depreciation fund provided for in the said Indenture and through the application of proceeds of property sold to municipal or other governmental bodies at the principal amount thereof, without premium, together in any case with interest accrued thereon to the date of redemption, all as more fully provided in said Indenture. If this bond is called for redemption and payment duly provided, this bond shall cease to be entitled to the lien of said Indenture from and after the date payment is so provided and shall cease to bear interest from and after the date fixed for redemption.