mum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates, and tenor) under and equally secured by an Indenture dated as of September 1, 1946, First Supplemental 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, a Sixth Supplemental Indenture dated as of September 1, 1957, and a Seventh Supplemental Indenture dated as of January 1, 1959, executed and delivered by the Company, all to The City National Bank and Trust Company of Kansas City, as Trustee, and an Eighth Supplemental Indenture dated as of February 1, 1961, 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 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 G 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 February 1, 1966, directly or indirectly, as a part of, or in anticipation of, any refunding operation involving the incurring of any indebtedness by the Company:

105.125% to and including January 31, 1962
103.00% on Feb. 1, 1962 and thereafter to and including Jan. 31, 1963
104.80% on Feb. 1, 1963 and thereafter to and including Jan. 31, 1964
104.60% on Feb. 1, 1964 and thereafter to and including Jan. 31, 1965
104.40% on Feb. 1, 1965 and thereafter to and including Jan. 31, 1966
104.20% on Feb. 1, 1966 and thereafter to and including Jan. 31, 1967
104.00% on Feb. 1, 1967 and thereafter to and including Jan. 31, 1968
103.80% on Feb. 1, 1968 and thereafter to and including Jan. 31, 1969
103.60% on Feb. 1, 1969 and thereafter to and including Jan. 31, 1970
103.40% on Feb. 1, 1970 and thereafter to and including Jan. 31, 1971
103.20% on Feb. 1, 1971 and thereafter to and including Jan. 31, 1972
103.00% on Feb. 1, 1972 and thereafter to and including Jan. 31, 1973
102.80% on Feb. 1, 1973 and thereafter to and including Jan. 31, 1974
102.60% on Feb. 1, 1974 and thereafter to and including Jan. 31, 1975
102.40% on Feb. 1, 1975 and thereafter to and including Jan. 31, 1976
102.20% on Feb. 1, 1976 and thereafter to and including Jan. 31, 1977
102.00% on Feb. 1, 1977 and thereafter to and including Jan. 31, 1978
101.85% on Feb. 1, 1978 and thereafter to and including Jan. 31, 1979
101.70% on Feb. 1, 1979 and thereafter to and including Jan. 31, 1980
101.55% on Feb. 1, 1980 and thereafter to and including Jan. 31, 1981
101.40% on Feb. 1, 1981 and thereafter to and including Jan. 31, 1982
101.25% on Feb. 1, 1982 and thereafter to and including Jan. 31, 1983
101.10% on Feb. 1, 1983 and thereafter to and including Jan. 31, 1984
100.95% on Feb. 1, 1984 and thereafter to and including Jan. 31, 1985
100.80% on Feb. 1, 1985 and thereafter to and including Jan. 31, 1986
100.65% on Feb. 1, 1986 and thereafter to and including Jan. 31, 1987
100.50% on Feb. 1, 1987 and thereafter to and including Jan. 31, 1988
100.35% on Feb. 1, 1988 and thereafter to and including Jan. 31, 1989
100.20% on Feb. 1, 1989 and thereafter to and including Jan. 31, 1990
100.00% on Feb. 1, 1990 and thereafter to maturity;

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 G shall be subject to redemption in part from time to time in like manner through the operation of the sinking 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,