bonds to be issued thereunder and did thereby convey and transfer to the Trustee all of its property (except certain property expressly excepted) upon the trusts therein stated, and did thereafter enter into a First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture and Fourth Supplemental Indenture with said Trustee, dated as of March 1, 1949, September 1, 1949, September 1, 1952, and April 1, 1953, respectively, and the Company did thereafter enter into a Fifth Supplemental Indenture dated as of July 1, 1955, a Sixth Supplemental Indenture dated as of September 1, 1957, a Seventh Supplemental Indenture dated as of January 1, 1959, and an Eighth Supplemental Indenture dated as of February 1, 1961, under which original Indenture and supplements thereto Series A, B, C, D, E, F and G Bonds have heretofore been issued and the original Indenture amended and modified in the particulars therein set forth; and

WHEREAS, The American Telephone Company by amendment to its Articles of Incorporation under date of July 15, 1954, changed its name to United Telephone Company of Kansas, Inc.; and

WHEREAS, it is provided in the original Indenture that there may be, from time to time, issued thereunder and secured thereby, additional bonds in series and the Company has by resolution of its board of directors, duly adopted, determined forthwith to issue an additional series of bonds in the aggregate principal amount of $1,250,000, to be secured by the original Indenture and the supplements thereto, including this Ninth Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture") and to be known and designated as Series H; and

WHEREAS, each of the coupon bonds of Series H is to be substantially in the following form, to wit:

(Form of Coupon Bond, Series H)

No.

UNITED TELEPHONE COMPANY
OF KANSAS, INC.

Incorporated under the laws of the State of Kansas

First Mortgage 5% Thirty Year Bond
Series H

Due November 1, 1991

UNITED TELEPHONE COMPANY OF KANSAS, INC., a Kansas corporation (hereinafter sometimes called the "Company," which term shall include any successor corporation as defined in the Indenture hereinafter mentioned), for value received, hereby promises to pay to the bearer or, in case this bond be registered, to the registered owner hereof, ______________________ Dollars on November 1, 1991, and to pay interest thereon from November 1, 1961, at the rate of five per centum (5%) per annum, payable semi-annually on the first day of May and on the first day of November in each year until payment of the principal hereof, payable until maturity upon surrender of the respective coupons attached hereto as they severally become due, the first installment of interest being payable on May 1, 1962.

Both principal of and interest on this bond will be paid in lawful money of the United States of America, at the principal office of The City National Bank and Trust Company of Kansas City (hereinafter sometimes called the Trustee), in Kansas City, Missouri, or its successor in trust.

This bond is one of the bonds of a series designated as First Mortgage 5% Thirty Year Bonds, Series H, of an authorized issue of bonds of the Company known as First Mortgage Bonds, unlimited as to maximum