

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, a Seventh Supplemental Indenture dated as of January 1, 1959, and an Eighth Supplemental Indenture dated as of February 1, 1961, executed and delivered by the Company, all to The City National Bank and Trust Company of Kansas City, as Trustee, and a Ninth Supplemental Indenture dated as of November 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 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 H 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 November 1, 1966, directly or indirectly, as a part of, or in anticipation of, any refunding opera-

tion involving the incurring of any indebtedness by the Company;

103.00% to and including October 31, 1962, and thereafter to and including Oct. 31, 1963
103.00% on Nov. 1, 1963 and thereafter to and including Oct. 31, 1964
104.00% on Nov. 1, 1964 and thereafter to and including Oct. 31, 1965
104.40% on Nov. 1, 1965 and thereafter to and including Oct. 31, 1966
104.80% on Nov. 1, 1966 and thereafter to and including Oct. 31, 1967
105.20% on Nov. 1, 1967 and thereafter to and including Oct. 31, 1968
105.60% on Nov. 1, 1968 and thereafter to and including Oct. 31, 1969
106.00% on Nov. 1, 1969 and thereafter to and including Oct. 31, 1970
106.40% on Nov. 1, 1970 and thereafter to and including Oct. 31, 1971
106.80% on Nov. 1, 1971 and thereafter to and including Oct. 31, 1972
107.20% on Nov. 1, 1972 and thereafter to and including Oct. 31, 1973
107.60% on Nov. 1, 1973 and thereafter to and including Oct. 31, 1974
108.00% on Nov. 1, 1974 and thereafter to and including Oct. 31, 1975
108.40% on Nov. 1, 1975 and thereafter to and including Oct. 31, 1976
108.80% on Nov. 1, 1976 and thereafter to and including Oct. 31, 1977
109.20% on Nov. 1, 1977 and thereafter to and including Oct. 31, 1978
109.60% on Nov. 1, 1978 and thereafter to and including Oct. 31, 1979
101.80% on Nov. 1, 1979 and thereafter to and including Oct. 31, 1980
102.20% on Nov. 1, 1980 and thereafter to and including Oct. 31, 1981
102.60% on Nov. 1, 1981 and thereafter to and including Oct. 31, 1982
103.00% on Nov. 1, 1982 and thereafter to and including Oct. 31, 1983
103.40% on Nov. 1, 1983 and thereafter to and including Oct. 31, 1984
103.80% on Nov. 1, 1984 and thereafter to and including Oct. 31, 1985
104.20% on Nov. 1, 1985 and thereafter to and including Oct. 31, 1986
104.60% on Nov. 1, 1986 and thereafter to and including Oct. 31, 1987
105.00% on Nov. 1, 1987 and thereafter to and including Oct. 31, 1988
105.40% on Nov. 1, 1988 and thereafter to and including Oct. 31, 1989
105.80% on Nov. 1, 1989 and thereafter to and including Oct. 31, 1990
106.20% on Nov. 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 H 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, without premium, together in any case with interest accrued thereon to the date of redemption, all as