

canceled or for cancellation, all the Bonds and coupons then outstanding hereunder, and in such case forth with upon such delivery;

(2) if, when the principal of all Bonds at the time outstanding shall have become payable whether by their terms by call for redemption, by declaration or otherwise, the Company shall well and truly pay or cause to be paid the whole amount of the principal moneys and interest due on all the Bonds then outstanding, with interest at the coupon rate on overdue instalments of interest, if any, or shall deposit or cause to be deposited with the Trustee for the benefit of the holders thereof a sum sufficient, with any other moneys then held by the Trustee applicable to that purpose, to pay the whole amount of such principal and interest, and in such case forthwith upon such payment or deposit and, in case the Bonds are so called for redemption, upon furnishing to the Trustee proof satisfactory to the Trustee that the notice of redemption has been mailed and published as hereinbefore provided, or evidence satisfactory to the Trustee that such notice will be so published and mailed, and in the latter case, such indemnity as the Trustee shall deem necessary or desirable in order to provide for additional interest or any other sums which the Trustee may consider payable because of any defect in giving such notice or otherwise in the premises;

(3) if the Company shall within six (6) months prior to the stated maturity of the Bonds deposit or cause to be deposited with the Trustee for the benefit of the holders thereof such sum of money as shall, with any other moneys then held by the Trustee applicable to that purpose, be sufficient to pay the whole amount of the principal and interest to such maturity on all Bonds at the time outstanding, with interest at the rate specified in each of the respective Bonds on overdue instalments of interest, if any, and in such case forthwith upon such deposit;

(4) but only if in every such case the Company shall also pay or cause to be paid all other sums payable by the Company under any of the provisions hereof or of the Bonds, and shall well and truly perform all the things herein required to be performed by it, according to the true intent and meaning of this Indenture, including without restricting the generality of the foregoing, payment to the Trustee of all sums payable to the Trustee at the time under any of the provisions hereof and such additional sums, if any, as in the opinion of the Trustee are sufficient to cover any other liability of the Company under its tax covenant and other provisions hereinbefore contained, and any liability of the Trustee for any action taken under this Indenture, but the Trustee shall incur no liability to any Bondholder for failure to require indemnity or payment of any additional sums referred to in sub-clause (2) and this sub-clause (4) of this Article; *as amended and corrected by the Board of Directors of the Company* and then and in any such case at the Company's request this Indenture shall thereupon, the estate, right, title, and interest of the Trustee hereby created shall determine and, upon request and at the cost of the Company, the Trustee shall execute to the Company a good and sufficient release and discharge of this Indenture and of the lien hereby created, and shall surrender possession to the Company of any property of which it shall have taken possession and which shall not have been sold under and by virtue of this Indenture; and the Trustee shall thereupon pay to the Company any surplus moneys, if any, then remaining in the hands of the Trustee the application of which is not required to discharge any obligation of the Company under any of the provisions hereof or of the Bonds but otherwise, and until such payment and performance, this Indenture shall be and remain in full force and effect.

The moneys so deposited with the Trustee under the foregoing sub-clauses (2) and (3) shall be held by the Trustee, subject to the provisions of subsection F of section 1 of Article VII hereof, as a special deposit for the account of the holders of the Bonds, and shall be applied by the Trustee to the payment of the principal and interest, and of interest on overdue instalments of interest, if any, to the stated or accelerated maturity, as the case may be, of Bonds and coupons presented and surrendered (with, in the case of registered Bonds, duly executed instruments of transfer), but the Trustee shall in no event be liable beyond the amount received. Neither the Trustee nor the Company shall be required to pay interest to any Bondholder on any moneys so deposited with the Trustee. After such deposit with the Trustee, any Bonds not so presented and surrendered shall cease to bear interest from the date when the principal of all the Bonds shall have become payable, as provided in sub-clause (2) of this Article, or from maturity in the event of a deposit before maturity of principal and interest to maturity, coupons, if any, maturing after that date shall be void and the holders of such Bonds shall look for the payment of principal and accrued and unpaid interest to such payment date, or to maturity, as the case may be, only to the sum so deposited with the Trustee, and in no event to the Company; provided however, that any moneys so deposited with the Trustee remaining unclaimed by Bondholders, in the case of a deposit under sub-clause (2) of this Article, for eight (8) years after such deposit, or for six (6) years after the stated maturity of the Bonds whichever period shall first expire (or for six (6) years after the stated maturity of the Bonds, in the case of a deposit under sub-clause (3) of this Article) shall be paid by the Trustee to the Company and thereafter Bondholders shall be entitled to look to the Company only for the payment of their Bonds and coupons.

ARTICLE XIV Miscellaneous Provisions

Section 1. Nothing in this Indenture or in the Bonds expressed or implied, is intended or shall be construed to confer upon or give to any person, other than the parties hereto or the holders of the Bonds or any paying agent hereunder or under the Bonds, any legal, equitable or other right, remedy or claim under or by reason of this Indenture or of the Bonds, or any covenant, condition, stipulation, promise or agreement hereof or thereof, and all covenants, conditions, stipulations, promises and agreements in this Indenture or in the Bonds contained are and shall be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds and of such paying agents.

Section 2. Whenever by this Indenture the Trustee or any Bondholder or any paying agent is required, permitted or called on to give or serve any notice or demand upon the Company, and no other method of giving or serving such notice or demand is herein provided, such notice or demand is herein provided, such notice or demand shall be sufficiently given and served by mailing such notice or demand, postage prepaid, addressed to "The American Telephone Company, Abilene Kansas," or other address filed with the Trustee by the Company as its post office address, or by delivering such notice or demand to the president or the treasurer, or to any two directors, of the Company; and such mailing or delivery of any notice or demand as aforesaid shall constitute due service thereof upon the Company.

Section 3. The date of this Indenture, to-wit: May 1, 1928 is intended as and for a date for reference and for identification, the actual time of the execution hereof being the date of the acknowledgment hereof by the officers executing the same in the name of the Trustee.

Section 4. It is hereby certified that United States Internal Revenue stamps in the proper amount pertaining to the initial issue of Four Hundred forty thousand dollars (\$40,000) principal amount of Bonds of Series A hereunder have been affixed to an original counterpart hereof (to be filed with the Trustee) and duly canceled.

Section 5. This Indenture may be executed in any number of counterparts, each of which shall be deemed an original; and such counterparts shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.