

## MORTGAGE RECORD 85

(FORM OF COUPON FOR BONDS OF SERIES A)  
THE AMERICAN TELEPHONE COMPANY.  
FIRST MORTGAGE BOND, SERIES A, 3 3/4 %.  
Due April 1, 1966.

No. \_\_\_\_\_ \$  
On the first day of \_\_\_\_\_, 19\_\_\_\_, The American Telephone Company, a Kansas corporation, will pay to bearer, upon surrender hereof at the principal office of Old Colony Trust Company, or its successor, in Boston, Massachusetts, \_\_\_\_\_ Dollars (\$\_\_\_\_) in coin or currency which at the time of payment is legal tender for public and private debts in the United States of America, being six months' interest then due on its First Mortgage Bond, Series A, 3 3/4%, No. \_\_\_\_\_.  
This coupon will not be payable if the above numbered bond shall have been called for previous redemption and if payment of such bond has been duly provided for.

THE AMERICAN TELEPHONE COMPANY,  
By \_\_\_\_\_  
Treasurer.

(FORM OF TRUSTEE'S CERTIFICATE FOR ALL BONDS OF SERIES A)  
This bond is one of the bonds, of the series designated therein, described in the within mentioned Indenture.

OLD COLONY TRUST COMPANY,  
(As Trustee)  
By \_\_\_\_\_  
Authorized Officer.

Section 3. Provisions as to bonds of Series other than Series A. Bonds of series subsequent to Series A shall be substantially in the form of bonds of Series A with such insertions, omissions and provisions therein or such additions thereto as may be authorized from time to time by the Board of Directors of the Corporation, in accordance with the provisions of this or any other applicable section of the Indenture, in respect (as regards each such subsequent series respectively) of numbering, the designation and amount of the series, the place or places and currency or currencies of payment, the date or dates, maturity or serial or other maturities, interest rate, interest payment dates, issue numbers, form (whether coupon or fully registered or both), denomination and provision, if any, for registration and transfer, for payment with or without deduction or reimbursement for taxes, for the call and redemption thereof before maturity, for a premium or premiums, if any, upon such call and redemption, for the exchange of bonds of different denominations, forms and series, for sinking, maintenance and/or analogous funds, and for any other matters which are required by any provision of this Indenture to be determined by the Board of Directors of the Corporation, and for any other matters determined by the Board of Directors of the Corporation in a manner not inconsistent with any of the provisions of this Indenture; provided, however, that so long as any bonds of Series A remain outstanding (a) all bonds of any other series which may be issued shall (i) have a stated maturity date subsequent to April 1, 1966 and (ii) contain provisions for a sinking fund for bonds of such new series through which there will be retired each year at least one per cent. (1%) of the greatest principal amount of bonds of such new series at any one time theretofore outstanding, and (b) no bonds of any other series shall be called for redemption in whole or in part (except in installments pursuant to the requirements of any sinking, maintenance and/or other analogous fund established upon the original issue of bonds of such series for the retirement before maturity of not exceeding twenty-five per cent. (25%) of such series during the life of such bonds, and except in connection with moneys deposited with the Trustee to be applied to the purchase and/or redemption and retirement pro rata of bonds of all series subject at the time to purchase and/or redemption in part) unless the Corporation shall have previously called or shall simultaneously call for redemption all bonds of Series A then outstanding and shall have previously deposited or shall simultaneously deposit with the Trustee adequate funds for the redemption as herein provided of all bonds of Series A then outstanding.

Section 4. As to Registered Bonds Without Coupons of All Series. No registered bonds without coupons of any series other than Series A shall be issued under this Indenture unless the Board of Directors of the Corporation shall determine that in the case of any particular series such registered bonds without coupons shall be issued. Any registered bond without coupons of any series may be transferred at the office or agency of the Corporation specified for such purpose in the bond or in any indenture supplemental to this Indenture with respect to the bonds of the particular series, upon surrender of such registered bond or bonds without coupons at such office or agency for cancellation, and thereupon the Corporation shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered bond or bonds of the same series and maturity, in authorized denomination, for an equal aggregate principal amount. Except as provided in this Indenture in Section 7 of this Article I in connection with lost, stolen, destroyed or mutilated bonds, every registered bond without coupons shall be dated as of the date of its issue (except that if any registered bond shall be issued on any interest payment date it shall be dated as of the day next following such interest payment date). Every registered bond without coupons shall bear interest from the interest payment date next preceding the date of such bond (or, if the date of such bond is prior to the first interest payment date for the bonds of such series, then from the date from which interest is payable with respect to the bonds of such series); provided, however, that upon any transfer or exchange of registered bonds without coupons if the Corporation at the time shall be in default in the payment of interest on the registered bond or bonds surrendered on such transfer or exchange, the Trustee shall endorse upon any registered bond or bonds issued upon such transfer or exchange a legend to the effect that such bond or bonds bear interest from a specified date (which date shall be the last interest payment date to which interest has been paid on the registered bond or bonds so surrendered).

Upon the issue of any registered bond without coupons there may be reserved a coupon bond or bonds of the same series, in authorized denominations, of an equal aggregate principal amount, and each such registered bond may be endorsed to show the number and series of the coupon bond or bonds in lieu of which or in exchange for which it is issued, in such form as may be required to comply with the rules and regulations of any stock exchange upon which the bonds are listed or are to be listed or to conform to any usage with respect thereto.

Registered bonds without coupons may, upon surrender thereof at such office or agency of the Corporation, be exchanged for an equal aggregate principal amount of bonds of like form, in authorized denominations, or of coupons bonds of the same series and maturity, in authorized denominations, (with coupons attached, representing interest from the last interest payment date on the registered bond so surrendered) and bearing the serial numbers (if any) which had been endorsed on the registered bond so surrendered) or for an equal aggregate principal amount of both such registered bonds without coupons and such coupon bonds; provided, however, that the Corporation shall not be obligated to make any such exchange until ninety (90) days after the receipt by it of notice of the proposed surrender of such registered bonds for exchange.

Section 5. As to Coupon Bonds of All Series. All coupon bonds issued hereunder shall be transferable by delivery, except while registered as to principal in the manner provided in this section.

Any coupon bond issued hereunder may be registered as to principal in the name of the holder on books of the Corporation kept for the purpose of recording such registration of bonds of that series, and such registration shall be noted on the bond. After such registration no transfer shall be valid unless made on such books in the manner stated in Section 6 of this Article I by the registered owner in person or by his duly authorized attorney and similarly noted on such books and on the bond. The registered owner