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SKAMARIA CO. WASH
BY GENERAL TELEPHONE
COMPANY OF THE NORTHWEST, INC.
Dec 14 12 04 PM '87

AUDITOR
GARY M. OLSON

Thirty-Third Supplemental Indenture

GENERAL TELEPHONE COMPANY
OF THE NORTHWEST, INC.
Everett, Washington

TO

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
(A National Banking Association)

AND

PEET SAARET

Dated as of November 15, 1987

Noted	
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THIS THIRTY-THIRD SUPPLEMENTAL INDENTURE, made as of the fifteenth day of November, 1987, by and between GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. (formerly named West Coast Telephone Company), a corporation duly created, organized and existing under and by virtue of the laws of the State of Washington, and having its principal place of business at Everett, Washington (hereinafter sometimes called the "Company"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association duly organized under an Act known as the "National Bank Act" of the United States of America and having its principal place of business at San Francisco, California (hereinafter referred to as the "Corporate Trustee"), and PEET SAARET, of San Francisco, California (hereinafter referred to as the "Individual Trustee"), as Trustees under that certain Indenture hereinafter referred to;

WITNESSETH:

WHEREAS, the Company's predecessor executed and delivered a Trust Indenture dated as of the 1st day of March, 1939, to the Corporate Trustee and W. J. KIEFERDORF, as Trustee (PEET SAARET being successor Individual Trustee to W. J. KIEFERDORF), to secure payment of the principal of and the interest on bonds issued and to be issued by the Company's predecessor, which Indenture has been supplemented and amended by thirty-two supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented and amended being hereinafter referred to as the "Indenture"); and

WHEREAS, the Company has succeeded to all rights and obligations of, and has been substituted for, its predecessor under the Indenture; and

WHEREAS, the aggregate principal amount of bonds which may be issued and outstanding at any one time under the Indenture is \$1,000,000,000; and

WHEREAS, there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$385,600,000, as follows:

<u>Title</u>	<u>Principal Amount</u>
First Mortgage Bonds, 5 3/8% Series due 1990	\$ 3,000,000
First Mortgage Bonds, 5% Series due 1990	4,000,000
First Mortgage Bonds, 4 7/8% Series due 1990	5,000,000
First Mortgage Bonds, 4 1/2% Series due 1993	5,000,000
First Mortgage Bonds, 4 5/8% Series due 1995	10,000,000
First Mortgage Bonds, 6% Series P due 1996	9,000,000
First Mortgage Bonds, 6 1/4% Series Q due 1998	13,600,000
First Mortgage Bonds, 7 1/8% Series R due 1999	18,000,000
First Mortgage Bonds, 9 1/4% Series S due 2000	25,000,000
First Mortgage Bonds, 7 7/8% Series U due 2002	20,000,000

<u>Title</u>	<u>Principal Amount</u>
First Mortgage Bonds, 8 1/4% Series H due 2007	48,000,000
First Mortgage Bonds, 9 3/8% Series X due 2008	50,000,000
First Mortgage Bonds, 8 3/4% Series BB due 2016	125,000,000
First Mortgage Bonds, 7 3/4% Series CC due 1998	50,000,000
Total	<u>\$385,600,000;</u>

and

WHEREAS, pursuant to the Indenture, the Board of Directors of the Company has provided for the establishment of a new series of bonds of the Company to be known as its "First Mortgage Bonds, 9 3/4% Series DD due 2017", to be limited (except as provided in Article I of the Indenture and Section 2 hereof with respect to bonds authenticated and delivered in exchange or substitution for other bonds) in aggregate principal amount to \$50,000,000, and the form and substance of such bonds and the terms, provisions and conditions thereof to be as set forth and provided in the Indenture as supplemented hereby; and

WHEREAS, the Company desires and has requested the Trustees to join with it in the execution and delivery of this Thirty-Third Supplemental Indenture for the purpose of (1) expressly granting and conveying to the Trustees the hereinafter described properties acquired by the Company subsequent to the execution of the Indenture dated as of March 1, 1939 and which are not specifically described therein or in any of the aforementioned supplemental indentures, but which properties, upon the acquisition thereof by the Company, became and now are subject to the lien, operation and effect of the Indenture by virtue of the after-acquired property clause or other clauses thereof, and confirming the lien of the Indenture as heretofore supplemented and amended on all property described therein or intended to be covered thereby, whether by operation of the after-acquired property clauses thereof or otherwise, other than properties heretofore duly released from the lien thereof, as security for all bonds that may at any time be issued and outstanding under the Indenture as from time to time in effect, (2) setting forth the form and substance of said First Mortgage Bonds, 9 3/4% Series DD due 2017, and the terms, provisions and conditions thereof, all to the extent and in the manner hereinafter provided, and (3) providing for amendments to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Thirty-Third Supplemental Indenture, in the form and upon the terms hereof, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

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record date with respect to any interest payment date and prior to such interest payment date and there is no existing default in the payment of interest on the Bonds of Series DD, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series DD is registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date (unless there is an existing default in the payment of interest on the Bonds of Series DD at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds of Series DD are registered at the close of business on the day preceding the date of payment of such defaulted interest or at the close of business on the special record date fixed for the payment of such defaulted interest if one shall have been fixed as hereinafter provided. Such special record date may be established by or on behalf of the Company by notice given by mail, first class postage prepaid, to holders of Bonds of Series DD at their last addresses as they appear upon the registry books not less than 10 days preceding such special record date, which special record date shall be not more than 30 days prior to such date of payment. In the event that any Bond of Series DD is called for redemption and the redemption date is subsequent to a record date with respect to any interest payment date and prior to such interest payment date, interest on such bond will be paid to the holder of such bond. The term "record date" as used in this Section with respect to any regular interest payment date shall mean April 30 or October 31, as the case may be, next preceding such interest payment date, whether or not such April 30 or October 31 is a business day.

SECTION 2. Bonds of Series DD shall be exchangeable at the principal office of the Corporate Trustee or at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, for bonds of the same series of other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series DD at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York together with a written instrument of transfer in form approved by the Company executed by such holder in person or by attorney authorized in writing, the Company shall execute, and the Trustee or authenticating agent shall authenticate, and it or the Company shall deliver in exchange therefor a new Bond or Bonds of Series DD for the same aggregate

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principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series DD, but the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge.

The Company shall not be required to make transfers or exchanges of Bonds of Series DD during the period of 15 days preceding the mailing of notice of a partial redemption of such bonds, or to transfer or exchange any such bond, or the portion thereof, which shall have been designated for redemption.

SECTION 3. The provisions of Section 8 of Article I of the Indenture shall not be applicable to the Bonds of Series DD except that such bonds may bear such numbers and letters and may contain such other specifications or bear such legends or endorsements as may be required to comply with the rules of any governmental authority or of any stock exchange or to conform to usage with respect thereto.

Notwithstanding the provisions of Section 3 of Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series DD and attesting the corporate seal thereon may be facsimile, and in case any of such officers shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated by the Corporate Trustee or delivered by the Company, such Bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose facsimile signatures shall appear on such Bonds had not ceased to be such officer of the Company.

SECTION 4. Any or all of the Bonds of Series DD shall be redeemable (i) at the option of the Company at any time, and from time to time, prior to maturity, by the payment of the redemption prices as specified in the form set forth herein for the Bonds of Series DD under the heading "Regular Redemption Price", and (ii) from funds deposited with the Corporate Trustee in the Sinking Fund as provided in the Indenture by the payment of the "Sinking Fund Redemption Price" set forth in Section 7 hereof, together with accrued interest to the date of redemption; provided, however, that no Bond of Series DD may be redeemed prior to November 15, 1992 as provided in clause (i) above if such redemption is for the purpose of, or in anticipation of, refunding such bond by the application, directly or indirectly, of funds borrowed by the Company at an interest cost of less than 10.17% per annum calculated in accordance with accepted financial practice.

Notice of redemption of Bonds of Series DD shall be given by mail, first class postage prepaid, not less than thirty and not more than forty-five days prior to the date of redemption, to the holders of the Bonds of Series DD which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds of

Series DD to be redeemed shall be selected by the Corporate Trustee by such method as it shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to \$1,000 or a multiple thereof) of the principal of Bonds of Series DD of a denomination larger than \$1,000. The references in Sections 3, 5 and 8 of Article V of the Indenture to the publication of notice of intention to redeem shall be deemed, with respect to the Bonds of Series DD, to refer to the due mailing, as hereinabove provided, of notice of redemption. Otherwise, the provisions of Sections 5 and 8 of Article V of the Indenture shall be applicable to Bonds of Series DD.

Upon surrender of any Bond of Series DD which is to be redeemed only in part, the Company shall execute and the Corporate Trustee shall authenticate and deliver to the holder of such Bond, without service charge, a new Bond or Bonds of Series DD of any authorized denominations as requested by such holder in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond of Series DD so surrendered.

SECTION 5. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the form of Bonds of Series DD, if any Bonds of said series are redeemed from funds received by the Company from the sale of property or the taking of property by exercise of eminent domain or from the proceeds of insurance, then and in any such event, there shall be paid the redemption price as specified in the form set forth herein for the Bonds of Series DD under the heading "Regular Redemption Price", together with accrued interest to the date of redemption.

SECTION 6. To the extent not expressly provided by this Supplemental Indenture, the Bonds of Series DD shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Indenture.

SECTION 7. The Bonds of Series DD and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following forms:

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(FORM OF FACE OF BONDS OF SERIES DD)
GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.
FIRST MORTGAGE BOND,
9 3/4% SERIES DD DUE 2017

No. \$.....

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., a corporation organized and existing under and by virtue of the laws of the State of Washington (hereinafter called the "Company"), for value received, hereby promises to pay to the registered holder hereof, on the fifteenth day of November, 2017, unless this Bond is sooner redeemed, Dollars and to pay interest thereon at the rate of 9 3/4% per annum until the payment of said principal sum, semi-annually on the fifteenth day of May and on the fifteenth day of November in each year.

Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the fifteenth day of May or the fifteenth day of November next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this Bond (or any Bond or Bonds of Series DD evidencing the same debt) is registered at the close of business on the 30th day of April or the 31st day of October, as the case may be (whether or not such day is a business day), next preceding such interest payment date. Both the principal of and the interest on this Bond shall be payable at the office or agency of the Company in the City of San Francisco, State of California, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by or on behalf of the Corporate Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. has caused this Bond to be signed manually or by facsimile by its President or one of its Vice Presidents, and its corporate seal or a

facsimile thereof to be hereto affixed and attested manually or by facsimile by its Secretary or one of its Assistant Secretaries.

Dated

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By
President

ATTEST:

.....
Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

CORPORATE TRUSTEE'S CERTIFICATE

It is hereby certified that the within bond is one of the bonds described in the Indenture herein mentioned.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
Corporate Trustee

By
Authorized Officer

or

By BANKERS TRUST COMPANY,
Authenticating Agent for the
Corporate Trustee

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(FORM OF REVERSE OF BOND OF SERIES DD)

This Bond is one of an authorized issue of bonds of the Company, known as First Mortgage Bonds, all issued and to be issued pursuant to the terms and conditions of, and irrespective of the time of actual issue, equally secured by an Indenture dated as of March 1, 1939, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed the "Corporate Trustee") and W. J. Kieferdorf (therein termed "Individual Trustee"), as Trustees (to whom Peet Saaret is successor Individual Trustee), as supplemented by Supplemental Indentures dated as of November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951, May 1, 1952, November 1, 1953, November 1, 1954, November 1, 1955, May 1, 1957, May 1, 1958, May 1, 1960, May 1, 1961, May 1, 1962, May 1, 1963, June 1, 1964, January 1, 1965, December 1, 1966, September 1, 1967, June 1, 1968, August 1, 1969, February 1, 1970, November 1, 1970, May 1, 1972, September 1, 1974, February 1, 1977, July 1, 1978, March 30, 1979, December 1, 1979, July 1, 1980, April 15, 1986, July 15, 1986 and November 15, 1987 to which Indenture and Supplemental Indentures (hereinafter collectively referred to as the "Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby granted, and the rights of the holders of said bonds and of the Trustees and of the Company in respect to such security. The Indenture limits the aggregate principal amount of the bonds of all series at any one time outstanding to \$1,000,000,000.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions of the Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least 75% in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; provided that no such modification or alteration (a) shall give to any bond or bonds secured by the Indenture preference over any other bond or bonds thereby secured, (b) shall authorize the creation by the Company of any lien prior or equal to the lien of the Indenture upon any of the trust property at the time of such modification subject thereto, (c) shall authorize or permit the extension of the time or times of payment of the principal of or the interest or premium, if any, on the bonds, or the reduction in the principal amount thereof, or in the rate of interest, or in the amount of premium, if any, thereon, or any other modification in the terms of the payment of the principal thereof or the interest or premium thereon, (d) shall authorize the extension of any waiver of default to a subsequent default or the impairment of any rights consequent thereto, or (e) shall reduce the percentage of bonds required by the provisions of Article XI of the Indenture for the taking of any

action thereunder; and, if such modification or alteration shall affect the rights of the holders of bonds of one or more, but less than all, of the series of bonds then outstanding, such modification or alteration shall be assented to by the holders of at least 75% in principal amount of the bonds of each series so affected.

In the manner, upon the notice and upon the conditions specified in the Indenture, this Bond or any portion hereof may be redeemed (i) from funds deposited with the Corporate Trustee in the Sinking Fund as provided for in the Indenture at the "Sinking Fund Redemption Price" of 100% of the principal amount and (ii) at the option of the Company at the prices (expressed in percentage of principal amount) set forth under the heading "Regular Redemption Price" at any time during the respective twelve month periods beginning November 15 of the years shown below :

Year	Regular Redemption Price	Year	Regular Redemption Price	Year	Regular Redemption Price
1987	106.46%	1997	103.23%	2007	100.00%
1988	106.14%	1998	102.91%	2008	100.00%
1989	105.82%	1999	102.58%	2009	100.00%
1990	105.49%	2000	102.26%	2010	100.00%
1991	105.17%	2001	101.94%	2011	100.00%
1992	104.85%	2002	101.62%	2012	100.00%
1993	104.52%	2003	101.29%	2013	100.00%
1994	104.20%	2004	100.97%	2014	100.00%
1995	103.88%	2005	100.65%	2015	100.00%
1996	103.55%	2006	100.32%	2016	100.00%

together in each case with accrued interest to the date fixed for redemption; provided, however, that no Bond of Series DD may be redeemed prior to November 15, 1992, as provided in clause (ii) above if such redemption is for the purpose of, or in anticipation of, refunding such Bond by the application, directly or indirectly, of funds borrowed by the Company at an interest cost of less than 10.17% per annum calculated in accordance with accepted financial practice.

If one or more of the events of default as defined in the Indenture shall happen, then the principal of this Bond may be declared and become due and payable, on the conditions, in the manner, and at the time, provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered as the absolute owner for the purpose of receiving payment (as herein provided) of or on account of the principal and interest due hereon and for all other purposes.

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In the manner and upon the conditions prescribed in the Indenture this Bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the office or agency of the Company in San Francisco, California, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender and cancellation of this Bond, and upon any such transfer a new bond or bonds of the same series and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. Bonds of this series shall be exchangeable for bonds of this series of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. Bonds of this series issued upon any exchange or transfer will be dated and will bear interest as provided in the Indenture. No service charge will be made upon any such transfer or exchange but the Company may require the payment of a sum sufficient to cover any tax or other governmental charges in relation thereto.

ARTICLE II.

AMENDMENTS TO THE INDENTURE.

SECTION 1. The Indenture is hereby amended by inserting the words "or Bonds of Series DD" in each of the following places in the Indenture as heretofore supplemented and amended:

Immediately before the word "remain" in the first line of Section 13 of Article IX (p. 12, line 5 of the Twenty-second Supplemental Indenture).

Immediately before the word "in" in the fifth line of Section 13 of Article IX (p. 12, line 9 of the Twenty-second Supplemental Indenture).

ARTICLE III.

ADDITIONAL COVENANTS OF THE COMPANY.

SECTION 1. The Company covenants and agrees that the provisions contained in Section 5 of Article II of the Supplemental Indenture dated November 1, 1941, as amended by Section 2 of Article III of the Supplemental Indenture dated November 1, 1950, and the provisions contained in Section 6 of Article II of the Supplemental Indenture dated November 1, 1941 shall be, and shall continue to be, in full force and effect, until the payment or redemption of all Bonds of Series DD.

SECTION 2. The Company covenants and agrees that the provisions relating to redemption of bonds with cash deposited in the Sinking Fund shall be applicable to Bonds of Series DD only to the extent of 1 1/8% per annum of the initial aggregate principal amount of Bonds of Series DD issued hereunder.

ARTICLE IV.

CONVEYANCE OF ADDITIONAL PROPERTY.

SECTION 1. The Company does, by these presents, hereby grant, bargain, sell, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Bank of America National Trust and Savings Association and Peet Saaret, as Trustees, and to their successors in trust, all of the property described in the schedule attached hereto and marked Schedule "A", to which reference is hereby made, and the same is made a part hereof with the same force and effect as if herein set forth at length, to have and to hold said property in trust as a part of the mortgaged and pledged property under said Indenture and subject to all the terms and conditions of said Indenture and of all Indentures supplemental thereto; provided, however, that nothing herein contained shall be construed to be a limitation upon the provisions of said Indenture for the vesting under said Indenture of all property of the Company acquired subsequent to the date of said Indenture, it being the intention of the parties hereto that all property of the Company owned on the date of said Indenture or thereafter or hereafter acquired subject to the rights reserved in said Indenture by the Company, shall be covered by the granting and pledging clauses of said Indenture.

SUBJECT NEVERTHELESS, to any liens on any of the property hereby mortgaged at the time of acquisition, including as to any of such properties subject thereto, the lien of the indenture dated January 1, 1940 executed by General Telephone Company of the Northwest (formerly named Interstate Telephone Company) to Seattle-First National Bank, as Trustee, and First Security Bank of Idaho, National Association, as Separate Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indentures, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Supplemental Indenture in such manner that (i) the lien thereof shall be more extensive as to classes or kinds of property covered thereby, or (ii) covenants for the protection of the security or provisions with respect to release of property and withdrawal of moneys held by the trustee thereunder shall, in the opinion of counsel for the Company, be less adequate as protection for the holders of the bonds thereby secured than the restrictions, covenants and provisions contained in said indenture, as supplemented and amended on the date of this Supplemental Indenture.

ARTICLE V.

MISCELLANEOUS PROVISIONS.

SECTION 1. All of the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 2. This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 3. Although this Supplemental Indenture is dated as of November 15, 1987 for convenience and for the purpose of reference, the actual dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By

Michael J. Madry
Vice President

Attest:

John J. Jones
.....
Secretary

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By J. P. Adams
Assistant Vice President

Attest:

[Signature]
Assistant Vice President

Peet Saaret
Peet Saaret

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STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss:

On this 16 day of November, 1987, before me, the undersigned, a Notary Public in the State of Washington, in and for the said County of Snohomish, residing therein and duly commissioned and sworn, personally appeared MICHAEL J. McDONOUGH, known to me to be a Vice President of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. and ANDREW T. JONES, known to me to be the Secretary of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the City of Everett, County of Snohomish, State of Washington, the day and year first above written.

.....*Joella J. Job*.....
(Joella J. Job)

Notary Public in and for the State of Washington
Residing at Snohomish
My Commission expires May 15, 1991.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss:

On the 17th day of November, 1987, before me, the undersigned, a Notary Public in the State of California, in and for the said City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared TIMOTHY E. HAMMOND, known to me to be an Assistant Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and T. R. ADAMS, JR., known to me to be an Assistant Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

On the 17th day of November, 1987, before me, the undersigned, a Notary Public in the State of California, in and for the said City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared PEET SAARET, known to me to be the identical individual person described in and who executed the within and foregoing Supplemental Indenture and stated that he executed, signed, sealed and delivered the same freely and voluntarily as his free and voluntary act and deed for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County of San Francisco the day and year first above written.



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REAL PROPERTY SITUATE IN THE STATE OF WASHINGTON

King County

PARCEL 1

That portion of Government Lot 4, Section 17, Township 25, North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the center of said section and running thence South 89°10' West along the East and West center line of said section 1799.50 feet and thence South 11°30' East 1600.34 feet; thence South 9°11' East 284.51 feet; thence South 30°26'30" East 60 feet to the point of beginning of the tract herein described; thence continuing South 30°26'32" East 75 feet; thence South 59°31'30" West 300 feet to the Easterly margin of Lake Washington Boulevard; thence North 30°26'30" West along said Boulevard, 75 feet; thence North 59°33'30" East 300 feet to the true point of beginning;

Except the Northeasterly 200 feet;

Except that portion thereof condemned by the State of Washington under SC 724530.

Being known as the Southwesterly 100 feet of tract 48 of Lake Washington except that portion condemned under SC 724530.

PARCEL 2

That portion of Government Lot 4, Section 17, Township 25 North, Range 5 East, W.M, in King County, Washington, described as follows:

Beginning at the center of said section and running thence South 89°10' West along the East and West centerline of said section 1799.50 Feet; and thence South 11°30' East 1600.34 Feet;
Thence South 9°11' East 284.51 feet;
Thence South 30°26'30" East 135 feet;
Thence South 59°33'30" West 100 feet to the true point of beginning;
Thence continuing South 59°33'30" West 100 feet, more or less, to a point from which the Easterly margin of Lake Washington Boulevard bears South 59°33'30" West a distance of 100 feet;
Thence North 30°26'30" West parallel to said Boulevard 75 feet;
Thence North 59°33'30" East 100 feet, more or less, to a point which bears North 30°26'30" West from the true point of beginning;
Thence South 30°26'30" East 75 feet to the true point of beginning;

(Being tract 48, Lake Washington Boulevard Beach, according to the unrecorded plat thereof; except the Southwesterly 100 feet thereof; and except the Northeasterly 100 feet thereof).

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PARCEL 3

That portion of the Southwest quarter of the Northwest quarter of Section 23, Township 25 North, Range 6 East, W.M, in King County, Washington, described as follows:

Commencing at the West quarter corner of said Section 23; thence North $00^{\circ}06'55''$ West, along the West line of said Section 23, a distance of 946.46 feet to a point on the Southerly right-of-way of Redmond-Fall City road said point also being the true point of beginning and the beginning of a curve to the right whose radius center bears South $33^{\circ}05'21''$ West a distance of 2815.00 feet; thence along the arc of said curve a distance of 48.74 feet, through a central angle of $00^{\circ}59'31''$; thence South $55^{\circ}55'08''$ East, along the Southerly right-of-way of Redmond-Fall City road a distance of 102.11 feet; thence South $00^{\circ}06'55''$ East, parallel with the West line of said Section 23, a distance of 110.00 feet; thence South $89^{\circ}53'05''$ West, a distance of 125.00 feet to a point on the West line of said Section 23, said point also bears South $00^{\circ}06'55''$ East from the true point of beginning; thence North $00^{\circ}06'55''$ West along the West line of said 23 a distance of 194.43 feet to the true point of beginning.

PARCEL 4

That portion of Lot 24, Block 39, BURKE AND FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 14, according to the plat thereof recorded in Volume 20 of Plats, page 14, in King County, Washington, described as follows:

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BEGINNING at the Southeast corner of said Lot 24;
thence South $86^{\circ}46'15''$ West along the South line thereof 147.15 feet to a point which bears North $86^{\circ}46'15''$ East 189.32 feet from the Southwest corner thereof;
thence North $1^{\circ}12'06''$ West 130.32 feet to the Southerly margin of the Northeast 95th Street;
thence South $81^{\circ}14'58''$ East along said Southerly margin, 139.93 feet to the Northeast corner of said Lot 24;
thence South $6^{\circ}17'51''$ East along the Easterly line of said Lot 24, a distance of 101.35 feet to the POINT OF BEGINNING.

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BOOK 107 PAGE 896

PARCEL 5

Lot 1, UNION HILL HEIGHTS NUMBER 1, according to the Plat thereof recorded in Volume 84 of Plats, Pages 75 and 76, in King County, Washington.

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Snohomish County

PARCEL 6

A parcel of land located within the North half of Section 34, Township 28 North, Range 5 East, W.M., Snohomish County, State of Washington, more particularly described as follows:

Commencing at the intersection of Puget Park Drive and 137th Street S.E. as shown on the Plat of Puget Park No. 3, according to the plat thereof recorded in Volume 30 of Plats, pages 20 thru 23, records of the Auditor of the County of Snohomish, State of Washington; thence North 34°43'32" East, along the centerline of Puget Park Drive a distance of 230.00 feet; thence South 55°16'28" East a distance of 50.00 feet to a point on the Easterly right-of-way of Puget Park Drive, said point also being the true point of beginning; thence continuing South 55°16'28" East a distance of 221.38 feet to the beginning of a curve to the right whose radius center bears South 62°23'35" East a distance of 500.00 feet; thence along the arc of said curve, said curve also being the Westerly line of said Plat a distance of 100.20 feet, through a central angle of 11°28'54"; thence North 55°16'28" West a distance of 218.98 feet to a point on the Easterly right-of-way of Puget Park Drive, said point also bears North 34°43'32" East from the true point of beginning; thence South 34°43'32" West, along the Easterly right-of-way of Puget Park Drive a distance of 100.00 feet to the true point of beginning.

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PARCEL 8

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON,
COUNTY OF SNOHOMISH AND IS DESCRIBED AS FOLLOWS:

The North 155.00 feet of that portion of the Northeast quarter of the Northwest quarter of Section 20, Township 28 North, Range 5 East, W.M, Snohomish County, Washington, described as follows:
Commencing at the Northeast corner of the Northwest Corner of said Section 20; thence North 87 degrees 06 minutes 09 seconds West, along the North line of said Section 20, a distance of 685.40 feet to the true point of beginning; thence continuing North 87 degrees 06 minutes 09 seconds West along the North line of said Section 20, a distance of 125.40 feet; thence South 00 degrees 10 minutes 46 seconds West, perpendicular to and parallel with the West line of the Northeast quarter of the Northwest quarter of said Section 20, a distance of 658.07 feet to the South line of the North half of the Northeast quarter of the Northwest quarter of said Section 20; thence South 87 degrees 16 minutes 57 seconds East, along said South line of Section 20, a distance of 125.38 feet to a point that bears South 00 degrees 10 minutes 46 seconds West from the true point of beginning; thence north 00°10'46" East, perpendicular to and parallel with said West line of Section 20, a distance of 657.68 feet to the true point of beginning; Except the North 30.00 feet thereof for county road. Also except the East 20.00 feet thereof.

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PARCEL 9

That portion of the Northwest quarter of the Southwest quarter of Section 18, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 18;
 thence South 89°08'59" east, along the South line of the North half of the Southwest quarter of said Section 18, a distance of 1,171.14 feet to the intersection of said South line and the Westerly right of way of 7th Avenue Southeast;
 thence North 00°03'49" east along the Westerly right of way of 7th Avenue Southeast, a distance of 50.52 feet to the true point of beginning;
 thence continuing North 00°03'49" east along the Westerly right of way of 7th Avenue Southeast, a distance of 117.00 feet;
 thence North 90°00'00" west, a distance of 125.00 feet;
 thence South 00°03'49" west, perpendicular to and parallel with the Westerly right of way of 7th Avenue Southeast, a distance of 117.00 feet to a point that bears North 90°00'00" West from the true point of beginning;
 thence North 90°00'00" East, a distance of 125.00 feet to the true point of beginning.
 (ALSO KNOWN AS Lot 2, City of Everett Short Plat #1202-2087 recorded under Recording Number 8705220072 with survey recorded under recording number 8705225003.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across that portion of the Northwest quarter of the Southwest quarter of Section 18, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 18;
 thence South 89°08'59" East, along the South line of the North half of the Southwest quarter of said Section 18, a distance of 1171.14 feet to the intersection of said South line and the Westerly right-of-way of 7th Avenue Southeast to the true point of beginning;
 thence North 00°03'49" East along the westerly right of way of 7th Avenue Southeast a distance of 50.52 feet;
 thence North 90°00'00" West a distance of 125.00 feet;
 thence South 00°03'49" West a distance of 50.52 feet to a point that bears North 89°08'59" West from the true point of beginning; thence South 89°08'59" East a distance of 125.01 feet to the true point of beginning.

REAL PROPERTY SITUATE IN THE STATE OF OREGON

Multnomah County

PARCEL 10

---A tract of land situated in the Northwest one-quarter of Section 17, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, being described as follows:

Beginning at an iron rod at the intersection of the Northerly right of way line of Powell Valley Road with the East line of the Giese Donation Land Claim, which point bears South $0^{\circ}25'16''$ West, 608.97 feet from the Northeast corner of said Giese Donation Land Claim; thence North $0^{\circ}25'16''$ East along the East line said Giese Donation Land Claim a distance of 37.77 feet to an iron rod in the Southerly right of way line of the P.E.P. CO. right of way; thence tracing said Southerly right of way line a distance of 113.03 feet along the arc of a 2,845.00 foot radius curve to the left through a central angle of $2^{\circ}16'35''$ (the chord of which bears North $54^{\circ}40'55''$ East, 113.02 feet) to an iron rod; thence leaving said Southerly right of way line and running South $36^{\circ}27'22''$ East a distance of 114.04 feet to an iron rod in the Northerly right of way line of Powell Valley Road; thence South $81^{\circ}54'00''$ West along said Northerly right of way line a distance of 71.75 feet to an iron rod marking a point of curvature; thence tracing said Northerly right of way line a distance of 89.48 feet along the arc of a 352.00 foot radius curve to the right through a central angle of $14^{\circ}33'52''$ (The chord of which bears South $89^{\circ}10'56''$ West, 89.24 feet) to the point of beginning.---

TOGETHER WITH an easement for ingress and egress for parking and utilities over the following described tract of land:

Beginning at the intersection of the Northerly line of Powell Valley Road with the East line of the Ernest Giese D.L.C. No. 71 which bears South $0^{\circ}19'30''$ West 607.56 feet from the Northeast corner of said D.L.C.; thence Easterly along the Northerly line of Powell Valley Road on the arc of a 352 foot radius curve to the left and through a central angle of $14^{\circ}42'45''$ a distance of 90.39 feet (the chord bears North $89^{\circ}15'22''$ East 90.14 feet) to a point of tangency; thence along said right of way line North $81^{\circ}54'$ East 150.27 feet to the true point of beginning; thence North $8^{\circ}06'$ West, 115 feet to a point; thence Southwesterly to a point on the Northerly right of way line of Powell Valley Road which lies South $81^{\circ}54'$ West 90 feet from the true point of beginning; thence North $81^{\circ}54'$ East, 90 feet to the true point of beginning, Reserving unto the grantor the above described easement.

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BOOK 107 PAGE 902

REAL PROPERTY SITUATE IN THE STATE OF IDAHO

Kootenai County

PARCEL 11

Lots 5 and 6, Block 20, COEUR D'ALENE AND KINGS, according to the plat recorded in the office of the County Recorder in Book C of Deeds at Page 144, records of Kootenai County, Idaho.

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PARCEL 12

Lot R, Block 1, PINE HAYDEN, according to the plat recorded in the office of the County Recorder in Book E of Plats at Page 201, records of Kootenai County, Idaho.