

redeemable, and to contain such other terms and provisions as set forth in the following forms of coupon bond and registered bond without coupons, respectively and in said Indenture as so supplemented and to be supplemented by an Eleventh Supplemental Indenture to be dated as of May 1, 1958:

(Form of Coupon Bond)  
WEST COAST TELEPHONE COMPANY  
First Mortgage Bond  
4 3/8% Series due 1985

No. \_\_\_\_\_ \$ \_\_\_\_\_

WEST COAST TELEPHONE COMPANY, 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 bearer, or if this bond be registered as to principal, to the registered owner hereof, on the first day of November, 1985, unless this bond is sooner redeemed, at the office of Bank of America National Trust and Savings Association, at 300 Montgomery Street, in San Francisco, California, or, at the option of the holder hereof, at the office of Irving Trust Company in the Borough of Manhattan, City and State of New York, \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in legal tender money of the United States of America, and to pay interest thereon in like money from May 1, 1958, at the rate of four and three-eighths per cent (4 3/8%) per annum until the payment of said principal sum, semi-annually on the first day of November and on the first day of May in each year, at the office of Bank of America National Trust and Savings Association, 300 Montgomery Street, San Francisco, California, or, at the option of the holder, at the office of Irving Trust Company in the Borough of Manhattan, City and State of New York, upon presentation and surrender of the respective coupons attached hereto, as they severally become due.

This bond is one of an authorized issue of bonds of the Company, limited to the aggregate principal amount of One Hundred Million Dollars (\$100,000,000) which may at any time be issued and outstanding, 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