

the same force and effect as though expressly included in the granting clauses of the Original Indenture; and

WHEREAS, all acts, proceedings and things necessary to authorize the execution and delivery of these presents and to make the additional Two Million Five Hundred Thousand Dollars (\$2,500,000) of First Mortgage Bonds, when executed by the Company and authenticated by the Trustee and issued as in this Ninth Supplemental Indenture provided, the valid and binding obligations of the Company, and to make these presents, the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture (said ten instruments at the date hereof constituting the "Indenture" as that term is defined in the Original Indenture, and being herein collectively so called), a valid mortgage to secure the payment of the principal of and interest on all bonds at any time issued and outstanding under the Indenture, equally and ratably in accordance with the terms of said bonds, have been done and performed.

Now, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH:

That United Telephone Company of the Northwest, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of the purchase and acceptance of said bonds by the owners there-