
**Twenty-Second
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

M. J. BARRETT

Dated, February 1, 1970

**Cross Reference Table of Indenture of
General Telephone Company of the Northwest, Inc.**

**Dated March 1, 1939 as Supplemented and
Amended, to Trust Indenture Act of 1939**

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* References are to the Indenture dated March 1, 1939, as amended to the Twenty-First Supplemental Indenture dated August 1, 1969.

THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE, made as of the 1st day of February, 1970, by and between **GENERAL TELEPHONE COMPANY OF THE NORTH-WEST, 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"), the party of the first part, 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 **M. J. BARNETT**, of San Francisco, California (hereinafter referred to as the "Individual Trustee") as Trustees under that certain Indenture hereinafter referred to, the parties of the second part;

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 Trustees (**M. J. BARNETT** 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 twenty-one 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, all of the First Mortgage Bonds, 4% Series due 1964, previously issued and outstanding under the Indenture have been redeemed and retired; and

WHEREAS there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$91,225,000, as follows:

Title	Principal Amount
First Mortgage Bonds, $3\frac{1}{2}\%$ Series due 1971....	\$ 3,725,000
First Mortgage Bonds, Series "B" due 1971....	1,000,000
First Mortgage Bonds, 3% Series due 1980.....	1,000,000
First Mortgage Bonds, $3\frac{3}{8}\%$ Series due 1980....	1,000,000
First Mortgage Bonds, $3\frac{7}{8}\%$ Series due 1980....	2,000,000
First Mortgage Bonds, $3\frac{3}{4}\%$ Series due 1980....	3,000,000
First Mortgage Bonds, $3\frac{3}{4}\%$ Series due 1985....	3,500,000
First Mortgage Bonds, $4\frac{1}{4}\%$ Series due 1985....	3,000,000
First Mortgage Bonds, $4\frac{1}{8}\%$ Series due 1985....	4,000,000
First Mortgage Bonds, $5\frac{1}{2}\%$ Series due 1990....	3,000,000
First Mortgage Bonds, 5% Series due 1990.....	4,000,000
First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1990....	5,000,000
First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1993....	5,000,000
First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1995....	10,000,000
First Mortgage Bonds, 6% Series P due 1996....	9,000,000
First Mortgage Bonds, $6\frac{1}{4}\%$ Series Q due 1998...	15,000,000
First Mortgage Bonds, $7\frac{1}{8}\%$ Series R due 1999...	17,000,000
Total.....	\$91,225,000

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, $9\frac{3}{4}\%$ Series S Due 2000", the aggregate principal amount of such series not to be limited except as to the limitations upon the issuance of bonds contained in the Indenture, 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 Twenty-second 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, 9¼% Series S Due 2000, 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 Twenty-second Supplemental Indenture, in the form and 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:

Now, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) duly paid by the Trustees to the Company at or before the executing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustees and their successors in the trust under said Indenture, for the equal benefit of all present and future holders of all bonds and coupons which may at any time be outstanding under said Indenture, as follows, to-wit:

ARTICLE I.

TERMS AND CONDITIONS OF FIRST MORTGAGE BONDS, 9¼% SERIES S DUE 2000.

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 9¼% Series S Due 2000, said

bonds being sometimes hereinafter referred to as the "Bonds of Series S", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. Bonds of Series S shall mature on February 1, 2000, and shall be issued in the form of registered bonds and shall be of the denominations of \$1,000 or any multiples thereof.

The Bonds of Series S shall bear interest at the rate of 9¼% per annum, payable semi-annually on February 1 and August 1 in each year; both the principal of and the interest on said bonds shall be payable 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, at the office or agency of the Company in the City of San Francisco, State of California.

Interest on each Bond of Series S shall accrue from the date thereof, unless such date is an interest payment date and the Company shall default in the interest due on such date, in which case such interest shall accrue from the first day of February or the first day of August next preceding the date thereof. The Bonds of Series S shall be dated as of the last interest payment date preceding the date of authentication to which interest has been paid on such bonds, except that (i) if any such bond shall be authenticated on any interest payment date to which interest has been paid, it shall be dated as of the date of such authentication, (ii) if any such bond shall be authenticated prior to the close of business on the record date (as hereinafter in this Section defined) with respect to the first interest payment date for the Bonds of Series S, such bond shall be dated as of February 1, 1970, and (iii) if any such bond shall be authenticated after the close of business on the 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 S, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series S 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 S 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 S 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 S 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 the subsequent interest payment date. In the event that any Bond of Series S 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 the January 15 or July 15, as the case may be, next preceding such interest payment date, whether or not such January 15 or July 15 is a business day.

SECTION 2. Bonds of Series S 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 or other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series S 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 S for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series S, 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 S 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 S 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.

SECTION 4. Any or all of the Bonds of Series S 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 S 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" of 100% of the principal amount thereof together with accrued interest to the date of redemption; provided, however, that no Bond of Series S may be redeemed prior to February 1, 1975 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 9.35% per annum calculated in accordance with accepted financial practice.

Notice of redemption of Bonds of Series S 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 S which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds

of the Series S to be redeemed shall be selected by the 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 the Series S of a denomination larger than \$1,000. The references in Sections 3, 5 and 6 of Article V of the Indenture to the publication of notice of intention to redeem shall be deemed, with respect to the Bonds of the Series S, to refer to the due mailing, as hereinabove provided, of notice of redemption. Otherwise, the provisions of Sections 5 and 6 of Article V of the Indenture shall be applicable to Bonds of the Series S.

Upon surrender of any Bond of Series S 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 S 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 so surrendered.

SECTION 5. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the form of Bond of Series S, if any Bonds of said series are redeemed from funds received by the Company from the sale of property 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 redemption of Bonds of Series S together with accrued interest to the date of redemption.

SECTION 6. To the extent not expressly provided by this Twenty-second Supplemental Indenture, the Bonds of Series S 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 S 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:

(FORM OF BOND)

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.
First Mortgage Bond,
9¼% Series S Due 2000

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 1st day of February, 2000, unless this bond is sooner redeemed, Dollars (\$.....) and to pay interest thereon at the rate of nine and one quarter percent (9¼%) per annum until the payment of said principal sum, semi-annually on the first day of February and on the first day of August 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 first day of February or the first day of August 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 S evidencing the same debt) is registered at the close of business on the 15th day of January or the 15th day of July, 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 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. Kiefardorf (therein termed "Individual Trustee"), as Trustees (under date of March 26, 1940, William C. Koenig was appointed successor Individual Trustee, under date of April 29, 1963, William W. Bertram was appointed successor Individual Trustee to succeed William C. Koenig and under date of November 12, 1969, M. J. Barrett was appointed successor Individual Trustee to succeed William M. Bertram), 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 and February 1, 1970, to which Indenture and Supplemental Indentures (hereinafter 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 thereof may be redeemed (i) at the option of the Company at any time during the respective twelve months periods beginning February 1 of the years shown below, at the prices (expressed in percentage of principal amount) set forth under the heading "Regular Redemption Price" and (ii) 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 thereof:

Year	Regular Redemption Price	Year	Regular Redemption Price
1970.....	109.25%	1985.....	104.47%
1971.....	108.93%	1986.....	104.15%
1972.....	108.61%	1987.....	103.83%
1973.....	108.29%	1988.....	103.51%
1974.....	107.97%	1989.....	103.19%
1975.....	107.66%	1990.....	102.87%
1976.....	107.34%	1991.....	102.55%
1977.....	107.02%	1992.....	102.23%
1978.....	106.70%	1993.....	101.91%
1979.....	106.38%	1994.....	101.59%
1980.....	106.06%	1995.....	101.28%
1981.....	105.74%	1996.....	100.96%
1982.....	105.42%	1997.....	100.64%
1983.....	105.10%	1998.....	100.32%
1984.....	104.78%	1999.....	100.00%

together in each case with accrued interest to the date fixed for redemption; provided, however, that no Bond of Series S may be redeemed prior to February 1, 1975 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 9.35% 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.

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 thereof, 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 maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in ex-

change herefor. Bonds of this series shall be exchangeable for bonds 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.

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.

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

By
Authorized Officer

ARTICLE II.

AMENDMENTS TO THE INDENTURE.

The Indenture is hereby amended as follows:

At the end of Article IX insert a new Section 13 reading as follows:

"Section 13. So long as any Bonds of Series S remain outstanding, there shall be an Authenticating Agent appointed by the Corporate Trustee with power to act on its behalf and subject to its direction in the authentication and delivery of Bonds of Series S in connection with transfers and exchanges thereof as fully to all intents and purposes as though the Authenticating Agent had been expressly authorized by this Indenture to authenticate and deliver such bonds for such purposes. Such Authenticating Agent shall at all times be a bank or trust company having its principal office and place of business in the Borough of Manhattan, The City of New York, and shall at all times be a corporation organized and doing business under the laws of the United States or of any State with a combined capital and surplus of at least \$5,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Corporate Trustee has initially appointed as Authenticating Agent Bankers Trust Company.

Any corporation into which any Authenticating Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of the Authenticating Agent hereunder, if such successor corporation is otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the Authenticating Agent.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Corporate Trustee and to the Company. The Corporate Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall

cease to be eligible in accordance with the provisions of this Section, the Corporate Trustee shall promptly appoint a successor Authenticating Agent, shall give written notice of such appointment to the Company and shall publish notice of such appointment at least once in a daily newspaper printed in the English language and of general circulation in the City of San Francisco, State of California, and in a similar newspaper in the Borough of Manhattan, City and State of New York.

The Corporate Trustee agrees to pay to the Authenticating Agent from time to time reasonable compensation for its services, and the Corporate Trustee shall be entitled to be reimbursed for such payments.

The Authenticating Agent may become the owner of bonds and coupons secured hereby with the same rights it would have if it were not Authenticating Agent. The Authenticating Agent shall not be deemed to be an agent for the purposes of Section 1(f) of Article IX."

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 said 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 S.

ARTICLE IV.

EXISTENCE 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 M. J. Barrett, 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 of the terms and conditions of said Indenture and of all Inden-

tures 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 Trustees, 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. This Supplemental Indenture is dated, for convenience, February 1, 1970, although executed and delivered on the date of the acknowledgment hereof by the Trustees, and the same shall be effective from the date on which it is so executed and delivered.

IN WITNESS WHEREOF, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. has caused this Supplemental Indenture to be signed in its name and behalf by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, duly attested by its Secretary, or one of its Assistant Secretaries, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, to evidence its acceptance of the trusts hereby created, has caused this Supplemental Indenture to be signed in its name and behalf by its President or one of its Trust Officers and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and M. J. BARRETT, to evidence his acceptance of the trust hereby created, has set his hand and seal, all as of the day and year first above written.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

By *C. P. Barron* President

ATTEST:

E. J. Thurman
Secretary

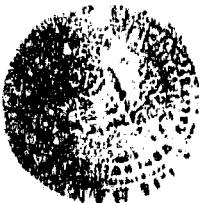
BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By *[Signature]* Trust Officer

ATTEST:

L. V. Osborne
Assistant Secretary

M. J. Barrett
M. J. Barrett



AFFIDAVIT OF GOOD FAITH

STATE OF WASHINGTON }
 COUNTY OF SNOHOMISH } ss:

The undersigned, being duly sworn on oath depose and state that they are the President and Secretary respectively, of the aforesaid GENERAL TELEPHONE COMPANY OF THE NORTHWEST, Inc., a corporation and that they make this Affidavit in its behalf, and are authorized so to do; and that the within Twenty-second Supplemental Indenture is made in good faith, and without any design to hinder, delay or defraud creditors.

A. J. Barran

 A. J. Barran, President

E. J. Thierer

 E. J. Thierer, Secretary

SUBSCRIBED AND SWORN To before me this 2nd day of February, 1970.

Mildred L. Kelly

 (Mildred L. Kelly)

Notary Public in and for the State of Washington
 Residing at Everett
 My Commission expires October 1, 1973.



STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } SS.:

On this 2nd day of February, 1970, 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 A. J. BARRAN, known to me to be the President of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. and E. J. THIERRY, 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 the seal 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.

.....*Mildred L. Kelly*.....
(Mildred L. Kelly)

Notary Public in and for the State of Washington
Residing at Everett
My Commission expires October 1, 1973.



STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } SS.:

On this 5th day of February, 1970, 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 J. KIRKLAND known to me to be a Trust Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and L. V. OSBORNE, known to me to be an Assistant Secretary 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 the seal 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 official seal at my office in said City and County of San Francisco the day and year first above written.

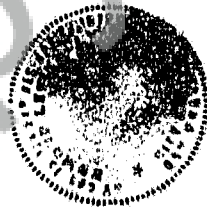
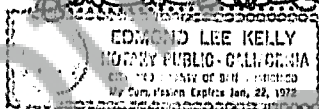
[Signature]
 EDWARD LEE KELLY
 NOTARY PUBLIC - CALIFORNIA
 My Comm. Expires Jan. 23, 1972



STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 25th day of February, 1970, before me, the undersigned, a Notary Public in the State of California, in and for the City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared M. J. BARRETT, 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.



SCHEDULE "A"

REAL PROPERTY SITUATE IN THE COUNTY OF CHELAN,

STATE OF WASHINGTON

Parcel 1

The West 10 acres of the South three-fourths ($\frac{3}{4}$ ths) of the Southeast Quarter of the Southeast Quarter of Section 21, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, Except that portion thereof lying within Penny Road and Except the right of way of the Gunn Ditch. Subject to easements, restrictions and reservations of record; and liability for assessments in the Pioneer Water Users District under customary agreement for water in said Pioneer Water District.

REAL PROPERTY SITUATE IN THE COUNTY OF ISLAND,

STATE OF WASHINGTON

Parcel 2

All that certain piece or parcel of land situate in the Town of Oak Harbor, described as follows, to-wit:

The East 120 feet of Lot 10, Block 4, PLAT OF SHADY OAKS, according to the Plat thereof recorded in Volume 4 of Plats, page 29, records of Island County, Washington.

REAL PROPERTY SITUATE IN THE COUNTY OF KING,

STATE OF WASHINGTON

Parcel 3

That portion of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows: Commencing at the intersection of the West line of said subdivision with the Southerly margin of State Highway No. 2 (presently 100 feet in width); thence Southeasterly measured along said Southerly margin, a distance of 856.27 feet to the True Point of Beginning. Thence North $64^{\circ} 48' 18''$ West along said Southerly margin 356.27 feet; thence South $0^{\circ} 39' 10''$ West parallel with the West line of said Subdivision for 300 feet; thence South $38^{\circ} 32' 29''$ West for 23.64 feet; thence South $81^{\circ} 40' 17''$ East for 341.35 feet more or less, to a point which bears South $0^{\circ} 44' 02''$ West from the True Point of Beginning; thence North $0^{\circ} 44' 02''$ East 216.27 feet to the True Point of Beginning.

21

REAL PROPERTY SITUATE IN THE COUNTY OF PEND OREILLE,
STATE OF WASHINGTON

Parcel 4

All of Lot 12 and the South 15 feet of Lot 11 in Block 8 of the First Addition to the Town of Cusick, Pend Oreille County, Washington, the South 15 feet of Lot 11 being carried on the County Assessor's Tax Rolls as Tax No. 3.

Parcel 5

That part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 31 North, Range 45, E.W.M., Pend Oreille County, Washington, more particularly described as follows:

Beginning at a point on the west line of said SW $\frac{1}{4}$, which point is 900 feet due south of the Northwest corner of said SW $\frac{1}{4}$; thence due south along said west line a distance of 200 feet; thence due east a distance of 200 feet; thence due north a distance of 200 feet; thence due west a distance of 200 feet to the point of beginning, said land being carried on the County Assessor's Tax Rolls as Tax No. 1.

REAL PROPERTY SITUATE IN THE COUNTY OF SNOHOMISH,
STATE OF WASHINGTON

Parcel 6

Lots 1 and 2, Block 858, Plat of Everett, Div. "E" according to the plat thereof recorded in Volume 4 of Plats, page 23, records of the Auditor of the County of Snohomish, State of Washington.

Parcel 7

All that portion of Government Lot 4, Section 18, Township 30 North, Range 7 East W.M., described as follows:

Beginning at a point 75 feet South and 133 feet East from the Southwest corner of Block 2, Martha E. Turner's Addition to Original Town of Granite Falls, according to the plat thereof recorded in Volume 3 of Plats, page 71, records of the Auditor of the County of Snohomish, State of Washington; thence East on South line of Union Street 300 feet; thence South at right angles 200 feet; thence West at right angles 300 feet; thence North at right angles 200 feet to true point of beginning. Except the East 150 feet thereof.

REAL PROPERTY SITUATE IN THE COUNTY OF WHITMAN,
STATE OF WASHINGTON

Parcel 8

A tract situated in the southeast quarter of the northeast quarter and lot 1 in section 2, township 14 north, range 45 east, W.M.: Beginning at the southeast corner of said northeast quarter and running thence north 2° 47' east along the east line of said northeast quarter 1421.6 feet more or less to the intersection with the north right of way line of Primary State Highway No. 3 (SR 195) which is the true point of beginning; thence north 2° 47' east along the east line of said northeast quarter 400 feet to a point; thence south 73° 23' west 1100 feet to a point; thence south 2° 47' west 400 feet to a point which intersects the north right of way line of Primary State Highway No. 3 (SR 195); thence north 73° 23' east along the north right of way line of Primary State Highway No. 3 (SR 195) 1100 feet to the true point of beginning.

1. Easement for an electric transmission line, granted by Charles Crowe and Lottie Crowe, his wife, to the Washington Water Power Company, a corporation, by instrument dated July 6, 1940; recorded August 2, 1940, in book 250 of Deeds, page 278, under auditor's file No. 164222, records of said county; together with the right to inspect said line, and to remove brush and trees that may interfere with the construction, maintenance and operation of the same, over the southeast quarter of the northeast quarter of said section 2.

2. Easement for electric transmission line held by Washington Water Power Company, as disclosed by Bill of Sale recorded July 12, 1940, under auditor's file No. 165416, records of said county, in the east half of the northeast quarter of said section 2.

REAL PROPERTY SITUATE IN THE COUNTY OF KOOTENAI,

STATE OF IDAHO

Parcel 9

Lots 3 and 4, Block C, of Rockford Bay Summer Homes, Kootenai County, State of Idaho, according to the plat recorded in Book C of Plats, page 219, in the records of said county.

Parcel 10

All that certain piece or parcel of land situate in the Town of Coeur d'Alene, described as follows, to-wit:

A tract of land in the NE $\frac{1}{4}$ of Section 11, Township 50 North, Range 4 W.B.M., Kootenai County, State of Idaho, described as follows:

Beginning at the intersection of the extended North line of Homestead Avenue with the East line of said NE $\frac{1}{4}$, which point is North 0°02.4'

IN THE STATE OF IDAHO, IN THE COUNTY OF WASHINGTON IN THE STATE OF OREGON, THE COUNTY OF MINERAL IN THE STATE OF MONTANA, AND ELSEWHERE:

All property, real, personal and mixed, now owned or hereafter acquired or to be acquired by the Company, and wheresoever situated, including (without in any wise limiting or impairing by the enumeration of the same, the scope or the intent of the foregoing or of any general description contained in the Indenture) all lands, easements and rights of way, buildings, structures and improvements, and other appurtenances; all plants, systems, works, machinery, equipment, supplies, tools, implements, fixtures, furniture, automobiles and vehicles of all descriptions, telephone lines, telephone exchanges and systems, poles, cross-arms, insulators, wires, cables, underground conduits, underground cables, switch boards, electrical appliances and appurtenances, and all extensions, branches, additions or improvements of the same; all ordinances, privileges, rights, franchises, licenses, patents, patent rights and inventions, all returns, contracts, leases, claims, demands, choses in action, shares of stock, bonds, notes, books of account, contract rights and other obligations of all kinds belonging to the Company; together with the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining to any such property, or any part thereof, with reversion and reversions, remainder and remainders, tolls, rents and revenues, issues, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to such property and each and every part and parcel thereof, subject to the rights reserved by the Company in and by other provisions of the Indenture.



71826

STATE OF WASHINGTON
COUNTY OF SKAMANIA 152

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Daniel H. Spiesel
Recorder W.
Office Natl Bank Bldg. 19821

AT 11:30 A. Feb 13 1970

WAS RECORDED IN BOOK 48

OF 119 AT PAGE 145

RECORDS OF SKAMANIA COUNTY, WASH.

H. P. Todd
COUNTY CLERK

BY E. J. Meece

REGISTERED <u>E</u>
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED