
UNITED TELEPHONE COMPANY OF THE NORTHWEST

TO

PEOPLES NATIONAL BANK OF WASHINGTON

AND

ROBERT G. PERRY
TRUSTEES

**Twelfth Supplemental
Indenture**

DATED AS OF JULY 1, 1971

This Twelfth Supplemental Indenture

dated as of July 1, 1971, by and between UNITED TELEPHONE COMPANY OF THE NORTHWEST, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, having its principal office and place of business in the City and County of Hood River in said state (hereinafter sometimes referred to as the "Company"), and PEOPLES NATIONAL BANK OF WASHINGTON, a national banking association duly organized and existing under and by virtue of the National Banking Laws of the United States of America, having its principal office and place of business in the City of Seattle, County of King and State of Washington (hereinafter sometimes referred to as the "Trustee") and ROBERT G. PERRY of said City of Seattle (hereinafter sometimes referred to as the "Individual Trustee"), as Trustees, the Trustee and the Individual Trustee being sometimes hereinafter referred to collectively as the "Trustees."

WITNESSETH:

WHEREAS until November 1, 1965 the corporate name of the Company was Oregon-Washington Telephone Company and such corporate name was changed on November 1, 1965 to United Telephone Company of the Northwest; and

WHEREAS the Company executed and delivered to the Trustee and to E. L. Blaine, Jr. an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946 (hereinafter sometimes referred to as the "Original

Indenture") to secure its first mortgage bonds wherein it is provided that the bonds secured thereby may be issued in one or more series and each series other than the First Mortgage Bonds, Series A, shall be created by an indenture supplemental thereto designating the new series to be created and describing and defining the bonds of such series; and

WHEREAS the Company has executed and delivered to the Trustee and to E. L. Blaine, Jr. a First Supplemental Indenture dated as of April 1, 1948, a Second Supplemental Indenture dated as of January 1, 1951, a Third Supplemental Indenture dated as of September 1, 1954, a Fourth Supplemental Indenture dated as of June 1, 1959, a Fifth Supplemental Indenture dated as of July 1, 1960, a Sixth Supplemental Indenture dated as of December 1, 1960, a Seventh Supplemental Indenture dated as of June 1, 1962, an Eighth Supplemental Indenture dated as of September 1, 1964, a Ninth Supplemental Indenture dated as of April 1, 1966, a Tenth Supplemental Indenture dated as of December 1, 1967 and an Eleventh Supplemental Indenture dated as of March 1, 1969, amending and supplementing such Original Indenture pursuant to which supplemental indentures the Company has issued its First Mortgage Bonds, Series B, C, D, E, F, G, H, I, J and K; and

WHEREAS at the time the Original Indenture was executed the corporate name of the Trustee was Peoples National Bank of Washington in Seattle and such corporate name has since been changed to Peoples National Bank of Washington; and

WHEREAS until May 22, 1967 E. L. Blaine, Jr. served as Individual Trustee under terms of the Original Indenture as supplemented, and upon his resignation on such date the Individual Trustee was duly appointed as successor to E. L. Blaine, Jr. as Individual Trustee pursuant to the provisions of Section 16.10 of the Original Indenture; and

WHEREAS the Company has taken due corporate action to provide for the immediate issuance, execution, authentication and delivery of \$250,000 in aggregate principal amount of said First Mortgage Bonds, to be issued only in fully registered form and to be known as the Company's First Mortgage Bonds, Series L, the said Series L bonds to be issued against net bondable expenditures for property additions under the provisions of Article Four of the Original Indenture; and

WHEREAS the bonds of Series L to be issued hereunder and the certificate of the Trustee to be endorsed on the bonds are to be substantially in the following forms, to wit:

Form of Series L Bond

No. R

\$
First Mortgage Bond
Series L

Due July 1,
1978

UNITED TELEPHONE COMPANY OF THE
NORTHWEST

UNITED TELEPHONE COMPANY OF THE NORTH-
WEST, a corporation of the State of Oregon (herein
called the Company) for value received, hereby
promises to pay to

or registered assigns, on the 1st day of July, 1978 the principal sum of

and to pay interest thereon from the date hereof (unless this bond shall have been called for previous redemption and payment duly provided therefor) at the rate of 5.5 percent per annum, payable semiannually on the first day of January and the first day of July in each year until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the main office of Peoples National Bank of Washington, in Seattle Washington or at the main office of its successor as corporate trustee in the trust hereinafter referred to, in lawful money of the United States of America. When funds have been made available for the purpose said Bank, or its successor corporate trustee, shall mail its check for said interest to the registered owner hereof at his registered address.

This bond is one of a duly authorized issue of first mortgage bonds of the Company, limited as to aggregate principal amount as set forth in the Indenture hereinafter mentioned, issuable in series, and is one of a series known as First Mortgage Bonds, Series L, all bonds of all series being issued and to be issued under and pursuant to and all equally secured (except as any sinking or other analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946, as amended and modified by a First Supplemental Indenture dated as of April 1, 1948, a Second Supplemental Indenture dated as of January 1, 1951, a Third Supplemental Indenture dated as of September 1, 1954, a Fourth Supplemental Indenture dated as of June 1, 1959, a Fifth Supplemental Indenture dated as of July 1, 1960, a Sixth Supplemental Indenture dated as of December 1, 1960, a Seventh Supplemental Indenture dated as of June 1, 1962,

an Eighth Supplemental Indenture dated as of September 1, 1964, a Ninth Supplemental Indenture dated as of April 1, 1966, a Tenth Supplemental Indenture dated as of December 1, 1967, an Eleventh Supplemental Indenture dated as of March 1, 1969 and a Twelfth Supplemental Indenture dated as of July 1, 1971 (said thirteen instruments being collectively called the Indenture), all duly executed and delivered by the Company to Peoples National Bank of Washington, in Seattle, Washington (herein called the Trustee), and to either Robert G. Perry of Seattle, Washington (herein called the Individual Trustee) or to Robert G. Perry's predecessor in the office of individual trustee pursuant to the Indenture, as trustees, to which Indenture and to all indentures supplemental thereto reference is hereby made for a description of the property transferred, assigned and mortgaged thereunder, the nature and extent of the security, the terms and conditions upon which the bonds are secured and additional bonds may be issued and secured, and the rights of the holders or registered owners of said bonds, of the Trustees and the Company in respect to such security. Subsequent series of said bonds may vary as to date, date of maturity, rate of interest and in other ways as in the Indenture provided or permitted.

Bonds of this series are redeemable in whole or in part at the option of the Company at any time at the principal amount thereof plus interest accrued to the date fixed for redemption, plus a premium equal to the then applicable percentage of the principal amount thereof:

If redeemed on or before June 30, 1972 —2.50%
 Thereafter and on or before June 30, 1973—2.08%
 Thereafter and on or before June 30, 1974—1.66%
 Thereafter and on or before June 30, 1975—1.24%
 Thereafter and on or before June 30, 1976— .82%
 Thereafter and on or before June 30, 1977— .41%
 Thereafter and on or before June 30, 1978— .00%

all on the conditions and in the manner provided in the Indenture.

On the conditions and in the manner provided in the Indenture, Series L Bonds may become subject to redemption in whole or in part at any time by the use of moneys deposited with or paid to the Trustee (a) as the proceeds of property sold; or (b) as the proceeds of property taken under power of eminent domain or as the proceeds of insurance policies deposited with or paid to the Trustee because of damage to or destruction of property or out of moneys deposited with or paid to the Trustee by the Company because of a failure on the part of the Company to meet certain requirements of the Indenture respecting the replacement of property. Series L Bonds so redeemed shall be redeemed at their principal amount plus interest accrued to the date fixed for redemption plus one-half of the then applicable premium set forth in the preceding paragraph in the case of a voluntary redemption.

Notice of any of the aforesaid redemptions shall be given by registered mail to the registered owner hereof at his registered address, such notice to be mailed at least 60 days prior to the date fixed for redemption, all on the conditions and in the manner provided in the Indenture. The Indenture provides that if in case of redemption of less than all of the bonds of this series and all such bonds then outstanding are fully registered in the names of holders, the aggregate of moneys to be applied in redemption shall be apportioned by the Trustee prorata as nearly as practicable among such holders in the manner provided by section 1.04 of the Twelfth Supplemental Indenture. If exact apportionment proves impracticable, then any portion of the moneys available for redemption, but not exactly apportionable in multiples of \$500, shall be retained by the Trustee and applied as a part of the next distribution and apportionment in redemption. If notice of the redemption of any bond or of any portion of its princi-

pal amount so selected as aforesaid has been duly given, then such bond or such portion thereof shall become due and payable on the redemption date and if the redemption price shall have been duly deposited with the Trustee, interest on such bond or on such portion thereof shall cease to accrue from and after the redemption date. Whenever the redemption price thereof shall have been duly deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made as provided in the Indenture, such bond or such portion thereof shall no longer be entitled to any lien or benefit of the Indenture. In the event that a portion only of this bond shall be so called for redemption the Company will, at the option of the owner and holder thereof, issue a new fully registered bond without coupons in like form for the unredeemed portion thereof.

In the event that all or any part of the bonds of this series shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company the holders or registered owners of such bonds shall be entitled to be paid therefor an amount equal to the redemption price then applicable in the case of a redemption at the option of the Company.

In case an event of default, as defined in the Indenture, occurs the principal of this bond may become or may be declared due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture.

Pursuant to the provisions of section 2.09 of the Original Indenture, this bond is transferable by the registered owner hereof, in person or by duly authorized attorney, only upon the books of the Company to be kept for that purpose at the office

of the Trustee under the Indenture, upon surrender thereof at said office for cancellation and upon presentation of a written instrument of transfer duly executed and thereupon the Company shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered bond or bonds, of like form and in an authorized denomination or in authorized denominations and of the same series, for the aggregate unpaid balance. Fully registered bonds without coupons of this series upon surrender thereof at said office may be exchanged for the same aggregate principal amount of fully registered bonds of this series of another authorized denomination or other authorized denominations upon payment of charges, if any, and subject to the terms and conditions specified in the Indenture.

The Company and the Trustee may treat the registered owner of this bond as the absolute owner hereof for the purpose of receiving payment hereof, or on account hereof, and for all other purposes.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, property may be released from the lien thereof. The terms and provisions of the Indenture or of any instrument supplemental thereto may be modified or altered by the assent of the holders of at least 80 percent in amount of the bonds then outstanding thereunder, provided, however, that no such modification or alteration shall be made which will (a) affect the terms of payment of the principal of or interest on the bonds outstanding thereunder or (b) authorize the creation of any lien prior or equal to the lien of the Indenture upon any of the mortgaged and pledged property or (c) give to any bond or bonds secured thereby any preference over any other bond or bonds secured thereby and provided further that no modification of any right which shall have been specifically provided in respect to any particular series of bonds shall be effective un-

less assented to by the holders of at least 80 percent in amount of the bonds of such particular series.

No recourse shall be had for the payment of the principal of or the interest on this bond or of any claim based hereon or in respect hereof or of the Indenture, against any incorporator, stockholder, officer or director of the Company or of any successor company, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof expressly waived and released and being also waived and released by the terms of the Indenture.

Payments on account of principal of this bond may be made without surrender, cancellation or re-issue hereof in the manner and to the extent provided by the terms of section 1.05 of the Twelfth Supplemental Indenture, as reflected by the records of the Trustee.

This bond shall not be valid nor become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and this bond to be dated as of the 1st day of July, 1971.

UNITED TELEPHONE COMPANY
OF THE NORTHWEST

By

President

ATTEST:

By

Secretary

**FORM OF TRUSTEE'S CERTIFICATE FOR
BONDS OF SERIES L**

This is one of the First Mortgage Bonds, Series L, referred to in the within-mentioned Indenture.

**PEOPLES NATIONAL BANK OF WASHINGTON
TRUSTEE**

By _____
Trust Officer Authorized Officer

WHEREAS the Company, subsequent to the execution and delivery of the Eleventh Supplemental Indenture, has acquired and now owns additional properties and desires pursuant to the covenants and provisions of the Original Indenture to confirm in the Trustees title to such properties with 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 \$250,000 of First Mortgage Bonds, when executed by the Company and authenticated by the Trustee and issued as in this Twelfth Supplemental Indenture provided, the valid and binding obligations of the Company and to make this Twelfth Supplemental Indenture, the Original Indenture and the prior eleven supplemental indentures (said thirteen 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 TWELFTH 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 thereof and of the sum of One Dollar lawful money of the United States of America to it duly paid by the Trustee, the receipt whereof is hereby acknowledged, in order to secure the payment both of the principal of and interest on all bonds that may at any time be issued and outstanding under the Indenture according to their tenor and effect and the performance and observance by the Company of all the covenants expressed and implied in the Indenture and in said bonds, without in any way limiting the grant of after-acquired property contained in the Original Indenture, has given, granted, bargained, sold, released, conveyed, alienated, assigned, confirmed, transferred, mortgaged, warranted, pledged and set over and does by these presents give, grant, bargain, sell, release, convey, alienate, assign, confirm, transfer, mortgage, warrant, pledge and set over unto Peoples National Bank of Washington and Robert G. Perry, Trustees, and to their successors in the trusts hereby and in said Original Indenture, as heretofore amended, created and to them and their assigns forever:

All and singular the premises, plants, properties, leases and leaseholds, franchises, permits, patents, rights

and powers of every kind and description, real and personal, of the Company constructed or acquired since the delivery of the Eleventh Supplemental Indenture or not described in the Original Indenture and the present eleven supplements thereto other than personal property of the nature of that excluded by the granting clauses of the Original Indenture, including but without limiting the generality of the foregoing, the following together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining:

I

The following described real property, together with all improvements thereon:

A. Situated in the County of Harney in the State of Oregon:

Lots One (1), Two (2), and Three (3), in Block Six (6), VOEGTLY'S FIRST ADDITION TO THE CITY OF BURNS, OREGON.

EXCEPTING AND RESERVING THEREFROM all oil and gas underlying said premises.

B. Situated in the County of Hood River in the State of Oregon:

PARCEL I:

The East 6 feet of Lots 3 and 26, Block 1, WAUCOMA, in the City of Hood River, County of Hood River, and State of Oregon.

PARCEL II:

Lots 1, 2, 27 and 28, in Block 1 in Waucoma Addition to Hood River, in the County of Hood River and State of Oregon (mentioned in Tenth Supplemental Indenture as being under contract of purchase).

C. Situated in the County of Klickitat in the State of Washington:

Beginning at a point 199 feet east and 1971.12 feet north of the southwest corner of Section 19, Township 3 north, Range 11 east, W.M.; thence west 139 feet; thence south 110 feet; thence east 139 feet; thence north 110 feet to the point of beginning, all being in the town of White Salmon, Washington.

D. Situated in the County of Yakima in the State of Washington:

All that portion of Lot 6, Block "B" of GEORGE E. SHAW'S ACRE TRACT ADDITION TO SUNNYSIDE, Washington, according to the official Plat thereof recorded in Volume "A" of Plats, page 74, records of Yakima County, Washington, lying Northerly of the right of way of the O. W. R. & N. Railway.

E. Situated in the County of Kitsap in the State of Washington:

PARCEL I:

Beginning at a point 635 feet south and 517 feet west of the northeast corner of Lot four (4), Section twenty-three (23), Township twenty-six (26) North, Range one (1) east, W.M.; thence north 50 feet; thence west 118 feet; thence south 50 feet; thence east 118 feet to point of beginning:

The above tract is otherwise described as Lot Seven (7), Block One (1) of Bjermeland's Addition to the Town of Poulsbo,

PARCEL II:

Lot Fifteen (15) in Block Four (4) of M. H. Young's Addition to Suquamish, according to the plat on file in the office of the auditor of Kitsap County, Washington;

PARCEL III:

That portion of Section 3, Township 26 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 3, thence West to the West boundary of State Highway 21; thence South along said West boundary to a point 60 feet South of the North line of said Southeast quarter of the Southeast quarter, that being the true point of beginning; thence South along said West boundary of State Highway 200 feet; thence West 217 feet; thence North parallel to the highway's West boundary 200 feet; thence East 217 feet to the true point of beginning.

F. Situated in the County of Deschutes, State of Oregon:

A tract of land located in the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14) South, Range Nine (9), East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point on the East line of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of abovesaid Section Ten (10), said point being 133.78 feet West and 178.71 feet South from the Northeast corner of said Section 10; thence South 00° 01' 50" West along the East line of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 10, 100.3 feet; thence leaving said line at right angles North 33° 56' 10" West 50.37 feet; thence at right angles North 00° 01' 50" East 128.42 feet; thence South 74° 26' 41" East 12.27 feet to the point of beginning and terminus of this description.

II

The following described easements:

A. Situated in the County of Grant in the State of Oregon:

(1) Easement from Joseph C. Oliver and Arlene Oliver, husband and wife, to the Company, dated August 28, 1969, recorded September 4, 1969 as Document No. 62229 in Book 101, pages 596-7, Records of Grant County, Oregon.

(2) Easement from Irving Rand and Helen Biggs Rand, husband and wife, to the Company, dated August 28, 1969, recorded September 4, 1969 as Document No. 62230 in Book 101, pages 597-8, Records of Grant County, Oregon.

B. Situated in the County of Harney in the State of Oregon:

(1) Easement from Bella-A Grazing Cooperative to the Company, dated July 10, 1969, recorded July 14, 1969 as Document No. 134146 in Book 86, pages 537-8, Records of Harney County, Oregon.

(2) Easement from Ted Graves and Mildred Graves, husband and wife, to the Company, dated August 13, 1969, recorded August 13, 1969 as Document No. 134321 in Book 87, pages 5-6, Records of Harney County, Oregon.

(3) Easement from Ted Graves and Mildred Graves, husband and wife, to the Company, dated August 13, 1969, recorded October 8, 1969 as Document No. 134686 in Book 87, pages 146-7, Records of Harney County, Oregon.

(4) Easement from Culp Cattle Co. to the Company, dated September 5, 1969, recorded September 8, 1969 as Document No. 134407 in Book 87, pages 58-9, Records of Harney County, Oregon.

(5) Easement from Rose Ethel Mace, a single woman, to the Company, dated September 4, 1969, recorded September 8, 1969 as Document No. 134488 in Book 87, pages 60-1, Records of Harney County, Oregon.

(6) Easement from Leland A. Morris, a single

man, to the Company, dated November 25, 1970, recorded November 25, 1970 as Document No. 138198 in Book 90, pages 16-7, Records of Harney County, Oregon.

(7) Easement from William L. Springston and Norma Springston, husband and wife, to the Company, dated November 23, 1970, recorded November 25, 1970 as Document No. 138199 in Book 90, pages 18-9, Records of Harney County, Oregon.

(8) Easement from Leland F. Morris and L. Joyce Morris, husband and wife, to the Company, dated November 23, 1970, recorded November 25, 1970 as Document No. 138200 in Book 90, pages 20-1, Records of Harney County, Oregon.

(9) Easement from John McRae and Marge McRae, husband and wife, to the Company, dated March 11, 1971, recorded March 11, 1971 as Document No. 139017 in Book 90, pages 334-5, Records of Harney County, Oregon.

(10) Easement from Leris Smyth and Judy Smyth, husband and wife, to the Company, dated March 11, 1971, recorded March 11, 1971 as Document No. 139018 in Book 90, pages 336-7, Records of Harney County, Oregon.

C. Situated in the County of Hood River in the State of Oregon:

(1) Easement from Leroy K. Webster to the Company, dated March 31, 1969, recorded July 2, 1969 as Microfilm No. 690918, in the filmed records of Deeds of Hood River County, Oregon.

(2) Easement from Wesley J. Hinkley and Lillian A. Hinkley, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690919 in the filmed records of Deeds of Hood River County, Oregon.

(3) Easement from Francis M. Smith, a single woman, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690920 in

filmed records of Deeds of Hood River County, Oregon.

(4) Easement from Robert A. Frank, Jr. and Marlene A. Frank, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690921 in filmed records of Deeds of Hood River County, Oregon.

(5) Easement from Joseph A. Braun and Wilma Braun, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690922 in filmed records of Deeds of Hood River County, Oregon.

(6) Easement from Peter J. Nogowski and Ruby Nogowski, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690923 in filmed records of Deeds of Hood River County, Oregon.

(7) Easement from Peter J. Nogowski and Ruby Nogowski, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690924 in filmed records of Deeds of Hood River County, Oregon.

(8) Easement from Renu O. Mollgaard and Eneal R. Mollgaard, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690925 in filmed records of Deeds of Hood River County, Oregon.

(9) Easement from Harold Schull and Arelene M. Schull, husband and wife, to the Company, dated April 10, 1969, recorded July 2, 1969 as Microfilm No. 690926 in filmed records of Deeds of Hood River County, Oregon.

(10) Easement from Leo E. Sullivan and Mary Ann Sullivan, husband and wife, to the Company, dated November 14, 1969, recorded December 10, 1969 as Microfilm No. 691761 in filmed records of Deeds of Hood River County, Oregon.

(11) Easement from Harold C. Fletcher and Ann R. Fletcher, husband and wife, to the Com-

pany, dated on March 26, 1970, recorded March 26, 1970 as Microfilm No. 700341 in filmed records of Deeds of Hood River County, Oregon.

(12) Easement from Delmer F. Patterson and Alma J. Patterson, husband and wife, to the Company, dated February 6, 1970, recorded March 26, 1970 as Microfilm No. 700342 in filmed records of Deeds of Hood River County, Oregon.

(13) Easement from Loren W. Fletcher and Marianne L. Fletcher, husband and wife, to the Company, dated February 2, 1970, recorded April 2, 1970 as Microfilm No. 700379 in filmed records of Deeds of Hood River County, Oregon.

(14) Easement from James Lynn Douglas and Elvina B. Douglas, husband and wife, to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700380 in filmed records of Deeds of Hood River County, Oregon.

(15) Easement from Taylor Tomita to the Company, February 2, 1970, recorded April 2, 1970 as Microfilm No. 700381 in filmed records of Deeds of Hood River County, Oregon.

(16) Easement from Arthur W. Fletcher and Olive V. Fletcher, husband and wife, to the Company, dated February 2, 1970, recorded April 2, 1970 as Microfilm No. 700382 in filmed records of Deeds of Hood River County, Oregon.

(17) Easement from Leslie Packer and Charlotte Packer, and Kenneth C. Packer and Wilma Packer, to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700383 in filmed records of Deeds of Hood River County, Oregon.

(18) Easement from Leslie Packer and Charlotte Packer, husband and wife, to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700384 in filmed records of Deeds of Hood River County, Oregon.

(19) Easement from George W. Beitler and Irma Beitler, husband and wife, to the Company, dated

February 3, 1970, recorded April 2, 1970 as Microfilm No. 700385 in filmed records of Deeds of Hood River County, Oregon.

(20) Easement from Joseph H. Allers and Lois M. Allers, husband and wife, to the Company, dated February 5, 1970, recorded April 2, 1970 as Microfilm No. 700386 in filmed records of Deeds of Hood River County, Oregon.

(21) Easement from Sho Endow and Tei Endow, husband and wife, to the Company, dated February 2, 1970, recorded April 2, 1970 as Microfilm No. 700387 in filmed records of Deeds of Hood River County, Oregon.

(22) Easement from Frances G. Horn, a single woman, to the Company dated February 6, 1970, recorded April 2, 1970 as Microfilm No. 700388 in filmed records of Deeds of Hood River County, Oregon.

(23) Easement from Ethel Cutler to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700389 in filmed records of Deeds of Hood River County, Oregon.

(24) Easement from L. Sterling Hanel and Kathleen M. Hanel, husband and wife, to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700390 in filmed records of Deeds of Hood River County, Oregon.

(25) Easement from Lee A. McClain to the Company, dated February 3, 1970, recorded April 2, 1970 as Microfilm No. 700391 in filmed records of Deeds of Hood River County, Oregon.

(26) Easement from Edmund J. Gehrig and Irma D. Gehrig, husband and wife, to the Company, dated February 6, 1970, recorded April 2, 1970 as Microfilm No. 700392 in filmed records of Deeds of Hood River County, Oregon.

(27) Easement from Hood River County to the Company, dated November 19, 1969, covering on property described as: That parcel of land in T 1 S,

R 10 E., Section 5, W.M., Lot 100 owned by the County of Hood River, Oregon.

D. Situated in the County of Wasco in the State of Oregon:

(1) Easement from Etta May Proctor, a widow, to the Company, dated February 17, 1969, recorded March 24, 1969 as Document No. 690404, Records of Wasco County, Oregon.

(2) Easement from Gary W. Blanchard and Marlene J. Blanchard, husband and wife, to the Company, dated March 4, 1969, recorded March 24, 1969 as Document No. 690406, Records of Wasco County, Oregon.

(3) Easement from Dwaine D. Blanchard and C. Jo Blanchard, husband and wife, to the Company, dated March 7, 1969, recorded March 24, 1969 as Document No. 690407, Records of Wasco County, Oregon.

(4) Easement from Dwaine D. Blanchard and C. Jo Blanchard, husband and wife, to the Company, dated March 7, 1969, recorded March 24, 1969 as Document No. 690408, Records of Wasco County, Oregon.

(5) Easement from Jesse P. Bailey and Leta E. Bailey to the Company, dated February 13, 1969, recorded March 24, 1969 as Document No. 690405, Records of Wasco County, Oregon.

(6) Easement from M. M. Schmidt to the Company, dated June 18, 1967, recorded September 10, 1968 in Miscellaneous Records of Wasco County, Oregon under Micro Film No. 681597.

(7) Easement from Emmet H. Maine and Charline V. Maine, husband and wife, to the Company, dated April 22, 1970, recorded in the Deed Records of Wasco County, Oregon, under Micro Film No. 70 623.

(8) Easement from Joseph Gerard Verschingel and Elvira M. Verschingel, husband and wife, to

the Company, dated May 15, 1970, recorded as Document No. 70 751, Records of Wasco County, Oregon.

E. Situated in the County of Benton in the State of Washington:

(1) Easement from Forrest G. Johnson and Linnea A. Johnson, husband and wife, to the Company, dated September 16, 1966, recorded July 3, 1969 as Document No. 603030 in Volume 248, page 89, Records of Benton County, Washington.

(2) Easement from Donald D. Heier and Nora E. Heier, husband and wife, to the Company, dated July 3, 1968, recorded July 3, 1969 as Document No. 603031 in Volume 248, page 90, Records of Benton County, Washington.

(3) Easement from Columbia Limited Partnership, by Dean W. Loney, to the Company, dated July 3, 1968, recorded July 3, 1969 as Document No. 603032 in Volume 248, page 91, Records of Benton County, Washington.

(4) Easement from Nora E. Heier to the Company, dated July 3, 1968, recorded July 10, 1969 as Document No. 603033 in Volume 248, page 92, Records of Benton County, Washington.

F. Situated in the County of Klickitat in the State of Washington:

(1) Easement from Jack H. Davenport and Ruth Davenport to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149, pages 594-96, Records of Deeds of Klickitat County, Washington.

(2) Easement from George Gunkel and Georgianna Gunkel, husband and wife, to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 597-99, Records of Deeds of Klickitat County, Washington.

(3) Easement from Leland S. Huot and Mag-

nolia B. Huot, husband and wife, to the Company, dated August 27, 1969, recorded October 2, 1969 in Volume 149D, pages 600-2, Records of Deeds of Klickitat County, Washington.

(4) Easement from Robert G. Imrie and Dorothy M. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 603-5, Records of Deeds of Klickitat County, Washington.

(5) Easement from Robert G. Imrie and Dorothy M. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 606-8, Records of Deeds of Klickitat County, Washington.

(6) Easement from Robert G. Imrie and Dorothy M. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 609-11, Records of Deeds of Klickitat County, Washington.

(7) Easement from Robert G. Imrie and Dorothy M. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969, in Volume 149D, pages 612-14, Records of Deeds of Klickitat County, Washington.

(8) Easement from Robert G. Imrie and Dorothy M. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 615-17, Records of Deeds of Klickitat County, Washington.

(9) Easement from W. G. Imrie and Margaret B. Imrie to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 618-20, Records of Deeds of Klickitat County, Washington.

(10) Easement from Robert F. Lee, a single man, to the Company, dated August 13, 1969, recorded October 2, 1969 in Volume 149D, pages 621-23, Records of Deeds of Klickitat County, Washington.

(11) Easement from Alice L. Wesley to the Company, dated August 1, 1969, recorded October 2, 1969 in Volume 149D, pages 624-26, Records of Deeds of Klickitat County, Washington.

(12) Easement from Alice L. Wesley, a single woman, to the Company, dated August 1, 1969, recorded October 2, 1969 in Volume 149D, pages 627-29, Records of Deeds of Klickitat County, Washington.

(13) Easement from Mercer Ranches, Inc., by Milton Mercer, President, to the Company, dated April 8, 1970, and covering on property located within T-6-N, R-23-EWM, NE1/4 Sec. 34, in Klickitat County, Washington.

(14) Easement from the State of Washington, acting by and through the Department of Natural Resources, to the Company, Agreement No. 34176, dated April 9, 1970, and covering on property located within Sections 8 and 9, T6N, R13E, W.M., in Klickitat County, Washington.

(15) Easement from the State of Washington, acting by and through the Department of Natural Resources, to the Company, Agreement No. 35441, dated July 1, 1971 and covering on property in Klickitat County, Washington, as shown by Exhibit A thereto.

(16) Easement from A. E. Cox and Vada B. Cox, husband and wife, to the Company, dated September 1st and 7th, 1971, recorded October 12, 1971 at Pages 482-3, Vol. 156 of Deed Records of Klickitat County, Washington.

(17) Easement from T. L. Enycart and Rosalle Enycart, husband and wife, to the Company, dated February 10, 1971, recorded on October 12, 1971 at Pages 489-1, Vol. 156, Deed Records of Klickitat County, Washington.

(18) Easement from Harvey Aluminum of Washington, Inc., a corporation, to the Company dated May 5, 1971, recorded October 12, 1971 at

Pages 476-7, Vol. 156 of Deed Records of Klickitat County, Washington.

(19) Easement from Maryhill Museum of Fine Arts by Harold Wolverton, President, to the Company, dated December 8, 1970, recorded October 12, 1971 at Pages 472-3, Vol. 156 of Deed Records of Klickitat County, Washington.

(20) Easement from Frank Linden and Velma G. Linden, husband and wife, to the Company, dated October 22, 1970, recorded October 12, 1971 at Pages 474-5, Vol. 156 of Deed Records of Klickitat County, Washington.

(21) Easement from Frank Linden and Velma G. Linden, husband and wife, to the Company, dated October 22, 1970, recorded October 12, 1971 at Pages 470-1, Vol. 156 of Deed Records of Klickitat County, Washington.

(22) Easement from Klickitat Valley Grain Growers, Inc. to the Company, dated April 15, 1971, recorded October 12, 1971 at Page 468, Vol. 156 of Deed Records of Klickitat County, Washington.

G. Situated in the County of Yakima in the State of Washington:

(1) Easement from Oscar F. Liebert and Mildred Liebert, husband and wife, to the Company, dated March 21, 1969, recorded July 3, 1969 as Document No. 2197605 in Volume 742, pages 686-8, Records of Yakima County, Washington.

(2) Easement from James J. Herold and Pearl Herold, husband and wife, to the Company, dated April 12, 1968, recorded July 3, 1969 as Document No. 2197606 in Volume 742, pages 689-90, Records of Yakima County, Washington.

(3) Easement from R. W. Ingham and Mrs. R. W. Ingham, husband and wife, to the Company, dated December 14, 1967, recorded July 3, 1969 as Document No. 2197607 in Volume 742, pages 691-2, Records of Yakima County, Washington.

(4) Easement from Emma Goldie Kirkin to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197608 in Volume 742, pages 693-4, Records of Yakima County, Washington.

(5) Easement from Harry P. Fuerst and Mrs. H. P. Fuerst, husband and wife, to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197609 in Volume 742, pages 695-6, Records of Yakima County, Washington.

(6) Easement from Anna Emerson to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197610 in Volume 742, pages 697-8, Records of Yakima County, Washington.

(7) Easement from Charles E. Faulk and Dorothy Faulk, husband and wife, to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197611 in Volume 742, pages 699-700, Records of Yakima County, Washington.

(8) Easement from Sophia E. Burnham to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197612 in Volume 742, pages 701-2, Records of Yakima County, Washington.

(9) Easement from Verna G. Beckham to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197613 in Volume 742, pages 703-4, Records of Yakima County, Washington.

(10) Easement from Luis Aguilar to the Company, dated May 8, 1969, recorded July 3, 1969 as Document No. 2197614 in Volume 742, pages 705-6, Records of Yakima County, Washington.

(11) Easement from E. P. Knaub and Bertha Knaub, husband and wife, to the Company, dated May 20, 1969, recorded July 3, 1969 as document No. 2197615 in Volume 742, pages 707-8, Records of Yakima County, Washington.

H. Situated in the County of Kitsap in the State of Washington:

- (1) Easement from William J. Baker and Alice E. Peterson Baker to Poulsbo Rural Telephone Association dated June 30, 1965, recorded on July 6, 1965 as document No. 852262 in Volume 836, page 513, Records of Kitsap County, Washington.
- (2) Easement from James P. Sisley and Carolyn M. Sisley to Poulsbo Rural Telephone Association dated November 5, 1963, recorded on February 26, 1965 as document No. 53969 in Volume 825, page 550, Records of Kitsap County, Washington.
- (3) Easement from William A. Duncan, Maryanne M. Duncan, Benny George, Martha George, Angela Anderson, Manuel Ventoza and LaVerne Ventoza, recorded on Reel FR 439, Records of Kitsap County, Washington.
- (4) Easement from Clayton F. Steward and Mary L. Steward dated November 24, 1960, over the following-described land located in Kitsap County, Washington:
 Lot 21, Block 4, Chief Seattle Park, Suquamish,
 and
 Plats 15 and 16, Section 20, Township 26 North, Range 2 East, W. M., The N¹/₂ and the S¹/₂ of the SE¹/₄ of the NE¹/₄ of the NE¹/₄ of Agate Pass Acre Tracts (unrecorded).
- (5) Easement from Ethel Armstrong dated January 6, 1962, over the following-described land located in Kitsap County, Washington:
 The south 530 feet of the north 620 feet of Lot 7, Section 9, Township 26 North, Range 2 East, W.M.
- (6) Easement from Poulsbo Investment Company dated March 8, 1966, recorded on April 3, 1966 as document No. 873551 in Volume 859, page 444, Records of Kitsap County, Washington.
- (7) Easement from Alexander Myers Investors, Inc., Orville M. Fisk, Barbara A. Fisk, A. J. Ravetti, Bessie Ravetti dated November 12, 1966 over the fol

lowing-described land located in Kitsap County, Washington:

The exterior 5 feet of the front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots within the plat of Cedar Park, recorded in Volume 12 of plats, pages 19-20, records of Kitsap County.

(8) Easement from Leroy Meek and Jean Meek dated September 1, 1956 over the following-described land located in Kitsap County, Washington:

The South 100 feet of the North half of Government Lot 3; all in Section 9, Township 26 North, Range 2 East, W.M., together with second class tide lands adjoining.

(9) Easement from Frank L. Fugit and Verna Elizabeth Fugit dated August 25, 1956 over the following-described land located in Kitsap County, Washington:

All that portion of Government Lot 5 in the Northwest quarter and of the Northwest quarter of the Northeast quarter, Section 9, Township 26 North, Range 2 East, W.M., lying westerly of the Millers Bay-Indianola Beach Highway, except the north 160 feet of said Government Lot 5, together with second class tide lands adjoining.

(10) Easement from Sidney R. Price and Edna I. Price dated August 25, 1956, over the following-described land located in Kitsap County, Washington:

The north half of the southwest quarter of the northwest quarter, except the west 10 acres thereof; also except road; also the north half of Government Lot 3; all in Section 9, Township 26 North, Range 2 East, W.M.; together with second class tide lands adjoining.

(11) (a) Easement granted by United States of America acting by and through its Atomic Energy Commission on January 5, 1970, under Contract No. AT(45-1)-1362, to General Telephone Company of

the Northwest, Inc., and United Telephone Company of the Northwest as such easement relates to lands within Benton County, Washington, lying north and west of a line described as being:

Beginning at a point where the center line of the west channel of the Columbia River intersects the South line of Section 35, Township 11 North, Range 28 East, Willamette Meridian, thence west to the southwest corner of Section 33, Township 11 North, Range 26 East, W.M., thence northwesterly on a straight line to the northwest corner of Section 30, Township 11 North, Range 26 East W.M., thence south to the southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 11 North, Range 26 East W.M.

(b) Rights of the lessee under lease of telephone room in Building 1720-K as assigned by the United States of America acting by and through its Atomic Energy Commission on January 5, 1970, under Contract No. AT(45-1)-1368, to General Telephone Company of the Northwest, Inc., and United Telephone Company of the Northwest, the leased premises lying and being north and west of the boundary line described in (a) foregoing.

(c) Rights of the "companies" being General Telephone Company of the Northwest, Inc., and United Telephone Company of the Northwest to install, operate, maintain, alter and remove pole contacts upon the poles of the Atomic Energy Commission in Benton County, Washington with related rights and obligations as provided under Contract No. AT(45-1)-1367 between the United States of America acting by and through its Atomic Energy Commission and General Telephone Company of the Northwest, Inc., and United Telephone Company of the Northwest dated on January 5, 1970, as such contract and related rights relate to lands within Benton County, Washington, lying north and west of the boundary line described in (a) foregoing.

(d) All personal property lying north of the boundary line described in (a) foregoing as assigned by United States of America acting by and through its Atomic Energy Commission on January 5, 1970, under bill of sale attached to Contract No. AT(45-1)-1367 whereunder United States of America by its Atomic Energy Commission and General Telephone Company of the Northwest, Inc., and United Telephone Company of the Northwest were parties.

III

The Company's rights as lessee under the following leases:

(1) Lease dated June 1, 1969, between Helen Woodcock as lessor and the Company as lessee, providing for the letting of real property described as being:

Beginning at the SW corner of Lot 10, Block 14, in Neskowin, thence South 7° 50' West 40 feet, thence South 82° 10' East 242.16 feet, thence North 7° 50' East 14.35 feet, thence South 82° 10' East 89.37 feet to the place of beginning of the following described tract:

Thence South 7° 50' West 12.0 feet, thence North 82° 10' West 12 feet, thence North 7° 50' East 12 feet, thence South 82° 10' East to the place of beginning. Located in Section 25, Township 5 South R11W of the Willamette Meridian, Tillamook County, Oregon.

Edmund E. Hass has succeeded to the interest of the lessor. The term of this lease expires on March 31, 1972.

(2) Lease dated November 1, 1965, between William H. Gee as landlord and Poulsbo Rural Telephone Association as lessee providing for the letting of real property located in Kitsap County, Washington, described as follows:

Bays 4 through 18, incl ave, except the east 25 feet of Bay 11, and corridors adjacent to

Bays 5 through 14 of the building situated on Lots 1, 2, 3 and 4, Iverson Addition to Poulsbo, Washington, in Section 23, Township 25 North, Range 1 E.W.M., as shown on the plans of the building drawn by the Nettleship Building Company, containing approximately 15,380 square feet;

The term of the lease expires on October 31, 1985. Such lease has been modified by letter agreement between the parties dated March 18, 1968 and August 11, 1970.

TO HAVE AND TO HOLD all said franchises and property, real, personal and mixed, conveyed, transferred, assigned, mortgaged or pledged by the Company as aforesaid or intended so to be unto the Trustees and to their successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, for the purposes, with the powers and subject to the agreements, covenants and conditions set forth and expressed in the Indenture, it being agreed as follows, to wit:

ARTICLE ONE

SERIES L BONDS

Section 1.01. There shall be and is hereby created a series of bonds entitled "First Mortgage Bonds, Series L" (hereinafter sometimes referred to as "Series L Bonds" or "bonds of Series L") limited in principal amount to \$250,000. Series L bonds shall be fully registered bonds without coupons of the denomination of \$500 and multiples thereof. The registered bonds of Series L shall be dated as provided in section 2.04 of the Original Indenture. All Series L bonds shall mature July 1, 1978 and shall bear interest at the rate of $5\frac{1}{2}$ percent per annum from their respective dates, such interest to be pay-

able semiannually on the 1st day of January and the 1st day of July in each year. Both the principal of and interest on bonds of Series L shall be payable at the main office of Peoples National Bank of Washington in Seattle, Washington or at the main office of its successor as corporate trustee, in lawful money of the United States of America. The texts of the fully registered bonds of Series L and the Trustee's certificate with respect to Series L bonds shall be substantially of the tenor and purport hereinbefore set forth.

Section 1.02. At the option of the Company and upon notice given as provided in Article Seven of the Original Indenture, the bonds of Series L shall be redeemable, in whole or in part, at any time at the principal amount thereof, plus interest accrued thereon to the date fixed for redemption, plus a premium equal to the then applicable percentage of the principal amount thereof:

If redeemed on or before June 30, 1972	—2.50%
Thereafter and on or before June 30, 1973	—2.08%
Thereafter and on or before June 30, 1974	—1.66%
Thereafter and on or before June 30, 1975	—1.25%
Thereafter and on or before June 30, 1976	— .82%
Thereafter and on or before June 30, 1977	— .41%
Thereafter and on or before June 30, 1978	— .00%

all on the conditions and in the manner provided in the Indenture.

Section 1.03. Series L Bonds redeemed pursuant to the provisions of Article Twelve of the Original Indenture with money paid to or deposited with the Trustee pursuant to sections 8.11, "14, 9.02 and 11.04 of the Original Indenture as amended shall be redeemed at the principal amount thereof, plus interest accrued to the date of redemption, plus a premium equal to one half of the premium specified in Section 1.02 hereof, payable in the case of a voluntary redemption.

In the event that all or any part of the bonds of Series L shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accord-

arise with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, the registered owners of such bonds shall be entitled to be paid therefor an amount equal to the then applicable redemption price specified in section 1.02 hereof.

Section 1.04. In case of redemption of less than all of the Series L Bonds outstanding, the aggregate of moneys to be applied in redemption shall be apportioned by the Trustee pro rata as nearly as practicable in amounts of \$500 or any integral multiple thereof between each of the holders of bonds of such series in the proportion that the aggregate principal amount of bonds of such series then held by each such holder concerned bears to the aggregate principal amount of bonds of such series then outstanding; and the Trustee shall within ten days after such apportionment notify the Company in writing of the numbers and principal amounts of bonds designated or selected by the Trustee for redemption, whether in whole or in part. If exact apportionment proves impracticable then any portion of the moneys available for redemption, but not exactly apportionable in multiples of \$500 shall be retained by the Trustee and applied as a part of the next succeeding apportionment in redemption as herein provided.

Section 1.05. In the event of redemption of a portion of the principal amount of any Series L Bond registered in the name of any initial purchaser or its nominee in whose name a bond or bonds of such series were first registered, the Trustee shall make payment to such registered bondholder without surrender to the Trustee of the bond on which partial redemption or prepayment only is being made if there shall be on file with the Trustee (and not theretofore rescinded by written notice from any such registered bondholder to the Trustee) an agreement between the Company and such purchaser to the effect that: (i) payments will be made as afore-

said; (ii) such holder promptly will make notations on such bond or on a paper attached thereto of the portions thereof so redeemed or prepaid; (iii) such holder will not sell, assign, encumber, pledge or hypothecate such bond without first surrendering the same to the Trustee in exchange for a bond or bonds in a principal amount equal to the unpaid balance of the principal amount of a bond surrendered. In case any payment is made as provided in this subparagraph the Trustee shall make an appropriate notation of such payment on its records and such payment made by the Trustee shall be valid and effective to satisfy and discharge liability upon such bond to the extent of the sum so paid.

Section 1.06. Bonds of Series L upon surrender thereof at the main office of the Trustee may be exchanged for the aggregate unpaid principal balance of other bonds of that series in different denominations.

Within a reasonable time after the receipt of a request for such an exchange the Company shall issue and the Trustee shall authenticate and deliver all bonds required in connection therewith and the Trustee shall make such exchange upon payment to it of such charge, if any, as is required by the following paragraph.

In any exchange the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee. The original registered owners of the \$250,000 of Series L bonds initially issued under section 1.08 hereof shall, however, have the privilege of exchanging without charge for one or more other bonds any such bond so initially issued.

Section 1.07. Bonds of Series L shall be numbered "R-1" and consecutively upwards.

Section 1.08. Upon the execution of this Twelfth Supplemental Indenture the Company shall execute and deliver to the Trustee and the Trustee (the

Company having complied with the provisions of the Original Indenture with respect to the issuance of additional bonds) shall authenticate and deliver to, or upon the order of, the Company bonds of Series L in the aggregate principal amount of \$250,000.

ARTICLE TWO

ADDITIONAL PROVISIONS

Section 2.01. The Company covenants that it is lawfully seized and possessed of the property described in the granting clauses of this Twelfth Supplemental Indenture and that it will warrant and defend the title to said property to the Trustees for the equal prorata benefit of the holders of all bonds at any time outstanding under the Indenture against the claims and demands of all persons whomsoever.

Section 2.02. The property of the Company will at all times be maintained and preserved in good repair and efficiency in accordance with accepted standards and the requirements of the Washington Utilities and Transportation Commission and the Public Utility Commissioner of Oregon with respect to properties within the respective states. Upon the written request of the holder or holders of at least 25 percent in principal amount of Series L Bonds then outstanding during any three-year period beginning January 1, 1971, the Company will have its properties inspected by an engineer or firm of engineers who shall be an engineer satisfactory to the Trustee and who, if requested by the bondholders asking for the inspection, will be an independent engineer who is not in the employ of the Company. Such engineer will, at Company expense, file with the Trustee an engineer's certificate or, if the engineer is an independent engineer, an independent engineer's certificate in the form required in the definitions of "engineer's certificate" and "independent engineer's certificate" in section 1.01 of the Original Indenture. Such certificate shall contain a written report stating the extent to which the property of

the Company has been maintained in compliance with this covenant. The Trustee will mail a copy of the report to each bondholder who has requested such inspection.

Section 2.03. For any default by the Company in the covenants, stipulations, promises and agreements herein contained or contained in the bonds of Series L the Trustees and the bondholders shall have the same rights and remedies, subject to the same limitations, as are provided in the Original Indenture.

Section 2.04. Except as herein specifically changed, 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, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture and the Eleventh Supplemental Indenture are hereby in all respects ratified and confirmed.

Section 2.05. This Twelfth Supplemental Indenture shall be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instruments.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused these presents to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereto affixed and attested by its Secretary or Assistant Secretary and to evidence their acceptance of the trusts hereby created, PEOPLES NATIONAL BANK OF WASHINGTON has caused these presents to be signed in its name and behalf by one of its Vice Presidents or Trust Officers and its corporate seal to be hereto affixed and attested by one of its Trust

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Officers, and Robert G. Perry has hereto set his hand and seal, all as of July 1, 1971, but this instrument has been actually executed and delivered the 21 day of

January, 1971.

UNITED TELEPHONE COMPANY
OF THE NORTHWEST

By *R. G. Perry*

President

Attest:

W. J. Perry
Assistant Secretary

Signed, sealed and acknowledged by United Telephone Company of the Northwest in the presence of:

PEOPLES NATIONAL BANK
OF WASHINGTON

By *John H. Perry*

Trust Officer

By *Robert G. Perry*

Vice President & Trust Officer

Attest:

Frank L. Ellis
Assistant Trust Officer

Signed, sealed and acknowledged by Peoples National Bank of Washington in the presence of:

Robert G. Perry
Robert G. Perry

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Signed, sealed and acknowledged by Robert G. Perry in the presence of:

.....

.....

STATE OF WASHINGTON }
County of King } ss.

On this 21 day of June, 1971, before me, the undersigned officer, appeared and to me personally known, who, being duly sworn, did acknowledge themselves to be President and Secretary, respectively, of United Telephone Company of the Northwest, a corporation, and that said instrument was signed and sealed by as such President on behalf of said corporation and as the free act and deed of said corporation by authority of its board of directors and that as such Secretary affixed the corporate seal of said corporation thereto and attested the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this day and year first in this my certificate above written.

Notary Public in and for the State of Washington, residing at Seattle, Washington.

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STATE OF WASHINGTON }
 County of King } ss.

On this 21 day of January, 1972
 before me, the undersigned officer, personally appeared
A. H. H. H. H. H. and A. H. H. H. H., to
 me known to be Trust Officers of Peoples National Bank
 of Washington, the national banking association which
 executed the within and foregoing instrument, and
A. H. H. H. H. and A. H. H. H. H. as
 Trust Officers acknowledged said instrument to be the
 free and voluntary act and deed of said association for
 the uses and purposes therein mentioned and, on oath,
 stated that they were authorized to execute said instru-
 ment and A. H. H. H. H. as trust officer on
 oath stated that he was authorized to affix the seal of
 said association to said instrument and to attest the
 same and that the seal affixed to said instrument is the
 seal of said association.

IN TESTIMONY WHEREOF I have hereunto set my
 hand and affixed my official seal this the day and year
 first in this my certificate above written.

A. H. H. H. H.
 Notary Public in and for the
 State of Washington, residing
 at Seattle, Washington.

STATE OF WASHINGTON)
County of King) ss.

On this 2 / day of June, 1972
before me, the undersigned officer, personally appeared
ROBERT G. PERRY, to me known to be the individual de-
scribed in and who executed the within and foregoing
instrument and acknowledged that he executed and
signed the same as his free and voluntary act and deed
for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto set my
hand and affixed my official seal this the day and year
first in this my certificate above written.

Notary Public in and for the
State of Washington, residing
at Seattle, Washington.

