

UNITED TELEPHONE COMPANY OF THE NORTHWEST

to

PEOPLES NATIONAL BANK OF WASHINGTON

and

ROBERT C. PERRY

Trustees

Fourteenth Supplemental Indenture

Dated as of August 1, 1973

THIS FOURTEENTH SUPPLEMENTAL INDENTURE dated as of August 1, 1973, 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 C. 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 has 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 Bond, 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, an Eleventh Supplemental Indenture dated as of March 1, 1969, a Twelfth Supplemental Indenture dated as of July 1, 1971, and a Thirteenth Supplemental Indenture dated as of February 1, 1972, 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, K, L, and M; 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 Original Indenture, as supplemented by the First through the Thirteenth Supplemental Indentures, is hereafter sometimes collectively referred to as the "Indenture"; and

WHEREAS, the holders of at least 80% in aggregate principal amount of First Mortgage Bonds, Series A through M, have assented to and authorized the execution by the Company and by the Trustees of this Fourteenth Supplemental Indenture for the purpose of amending and modifying the Indenture in the manner hereinafter provided, and written instruments evidencing such authorization have been executed by such bondholders and filed with the Trustee in accordance with the provisions of Section 17.04 of the Original Indenture;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar lawful money of the United States of America to the Company

duly paid by the Trustees, the receipt whereof is hereby acknowledged, and in order to amend and modify the Indenture in the particulars and to the extent hereinafter in this Fourteenth Supplemental Indenture specifically provided, the Company hereby covenants and agrees as follows:

SECTION 1. Sections 9.02 and 9.03 of the Original Indenture are hereby deleted in their entirety and, such being the case, hereafter any reference to or any computation made pursuant to said Sections 9.02 and 9.03 in any other provisions of the Indenture shall be disregarded.

SECTION 2. 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 per cent in aggregate principal amount of Series A through E bonds then outstanding during each three-year period beginning August 1, 1973, the Company will have its properties inspected by an engineer or firm of engineers who shall be appointed by the board of directors of the Company and satisfactory to the Trustee. Such engineer or firm of engineers will, at Company expense, file with the Trustee 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 3. Except as hereby 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, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture and the Thirteenth

4

Supplemental Indenture are hereby in all respects ratified and confirmed.

Section 4. This Fourteenth 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 instrument.

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 Officers, and Robert C. Perry has hereto set his hand and seal, all as of August 1, 1973, but this instrument has been actually executed and delivered the 28th day of August, 1973.

UNITED TELEPHONE COMPANY OF THE
NORTHWEST

By *Robert C. Perry*
President



ATTEST:

John H. Fisher
Secretary

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

Jerry A. Fenn
John A. [illegible]

5

PEOPLES NATIONAL BANK OF WASHINGTON

By W. H. Hinson
Trust Officer

By Chas. H. Merrill
Vice President and Trust Officer

ATTEST:

E. C. Stone
Assistant Trust Officer

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

James M. Hinson
James M. Hinson

Robert G. Perry
Robert G. Perry

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

James M. Hinson
James M. Hinson

State of Oregon
County of Hood River

On the 22nd day of August, 1973, before me, the undersigned officer, appeared R. M. Crockett and John Hoffmeyer, 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 R. M. Crockett 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 John Hoffmeyer 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 the day and year first in this my certificate above written.

Notary Public in and for the State
of Oregon, residing at Hood River,
Oregon.

STATE OF WASHINGTON
COUNTY OF KING

On this 28th day of August, 1973, before me the undersigned officer, personally appeared B. J. Brown and B. J. Brown, 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 B. J. Brown and B. J. Brown 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 instrument and B. J. Brown as assistant trust officer on oath stated that she 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.

George J. Brown
Notary Public in and for the State
of Washington, residing at Seattle,
Washington, May 22, 1973
EXPIRES 1976

8

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 28th day of August, 1973 before me, the undersigned officer, personally appeared Robert G. Perry to me known to be the individual described 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.

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

STATE OF WASHINGTON }
COUNTY OF KING } ss.

REGISTERED	<i>[initials]</i>
INDEXED	<i>[initials]</i>
FILED	<i>[initials]</i>
RECORDED	<i>[initials]</i>
CLERK	<i>[initials]</i>

THANK YOU FOR THE WITHIN
INSTRUMENT OF DEED. FILED BY
[Signature]
RECEIVED - 11/15/73
11/15/73 - Sept 27, 1973
COUNTY CLERK
COUNTY CLERK
[Signature]
COUNTY CLERK