
Twenty-Fifth
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, September 4, 1974



THIS TWENTY-FIFTH SUPPLEMENTAL INDENTURE, made as of the 1st day of September, 1974, by and between **GENERAL TELEPHONE COMPANY OF THE NORTHWEST, 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-four 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; and²

WHEREAS there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$146,500,000, as follows:

Title	Principal Amount
First Mortgage Bonds, 3% Series due 1980.....	\$ 1,000,000
First Mortgage Bonds, 3% Series due 1980....	1,000,000
First Mortgage Bonds, 3% Series due 1980....	2,000,000
First Mortgage Bonds, 3% Series due 1980....	3,000,000
First Mortgage Bonds, 3% Series due 1985....	3,500,000
First Mortgage Bonds, 4% Series due 1985....	3,000,000
First Mortgage Bonds, 4% Series due 1987....	4,000,000
First Mortgage Bonds, 5% Series due 1990....	3,000,000
First Mortgage Bonds, 5% Series due 1990.....	4,000,000
First Mortgage Bonds, 4% Series due 1990....	5,000,000
First Mortgage Bonds, 4% Series due 1993....	5,000,000
First Mortgage Bonds, 4% Series due 1995....	10,000,000
First Mortgage Bonds, 6% Series P due 1996....	9,000,000
First Mortgage Bonds, 6% Series Q due 1998....	15,000,000
First Mortgage Bonds, 7% Series R due 1999....	18,000,000
First Mortgage Bonds, 9% Series S due 2000....	25,000,000
First Mortgage Bonds, 9% Series T due 2000....	15,000,000
First Mortgage Bonds, 7% Series U due 2002....	20,000,000
Total	\$146,500,000;

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, 10% Series V Due 2004", 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-fifth 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, 10 $\frac{3}{4}$ % Series V Due 2004, 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-fifth 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, 10 $\frac{3}{4}$ % SERIES V DUE 2004

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 10 $\frac{3}{4}$ % Series V Due 2004, said

bonds being sometimes hereinafter referred to as the "Bonds of Series V", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. Bonds of Series V shall mature on September 1, 2004, 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 V shall bear interest at the rate of 10 3/4% per annum, payable semi-annually on March 1 and September 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 V 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 March or the first day of September next preceding the date thereof. The Bonds of Series V 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 V, such bond shall be dated as of September 1, 1974, 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 V, such bond shall be dated as of such interest payment date.

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

SECTION 2. Bonds of Series V 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 V 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 V for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series V, 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 V 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 V 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.

Notwithstanding the provisions of Section 3, Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series V and attesting the corporate seal thereon may be facsimile, and in case any of such officers shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated by the Corporate Trustee or delivered by the Company, such Bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose facsimile signatures shall appear on such Bonds had not ceased to be such officer or officers of the Company.

SECTION 4. Any or all of the Bonds of Series V 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 V 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" set forth in Section 7 hereof, together with accrued interest to the date of redemption; provided, however, that no Bond of Series V may be redeemed prior to September 1, 1984 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 10.93% per annum calculated in accordance with accepted financial practice.

Notice of redemption of Bonds of Series V 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 V which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds of Series V 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 Series V of a denomination larger than \$1,000. The references in Sections 3, 5 and 8 of Article V of the Indenture to the publication of notice of intention to redeem shall be deemed, with respect to the Bonds of Series V, to refer to the due mailing, as hereinabove provided, of notice of redemption. Otherwise, the provisions of Sections 5 and 8 of Article V of the Indenture shall be applicable to Bonds of Series V.

Upon surrender of any Bond of Series V 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 V 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 V, 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 Regular Redemption Price as specified in the form set forth herein for the redemption of Bonds of Series V at the option of the Company, together with accrued interest to the date of redemption.

SECTION 6. To the extent not expressly provided by this Twenty-fifth Supplemental Indenture, the Bonds of Series V shall be of such

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The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

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

(FORM OF REVERSE OF BOND OF SERIES V)

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. Kleferdorf (therein termed "Individual Trustee"), as Trustees (to whom M. J. Barrett is successor Individual Trustee), as supplemented by 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, February 1, 1970, November 1, 1970, May 1, 1972 and September 1, 1974, 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

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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 at any time during the respective twelve month periods beginning September 1 of the years shown below, (i) at the option of the Company at the prices (expressed as a 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:

Year	Regular Redemption Price	Year	Regular Redemption Price
1974.....	110.13%	1989.....	104.89%
1975.....	109.73%	1990.....	104.54%
1976.....	109.43%	1991.....	104.19%
1977.....	109.08%	1992.....	103.84%
1978.....	108.73%	1993.....	103.49%
1979.....	108.38%	1994.....	103.14%
1980.....	108.03%	1995.....	102.79%
1981.....	107.68%	1996.....	102.44%
1982.....	107.33%	1997.....	102.09%
1983.....	106.98%	1998.....	101.75%
1984.....	106.63%	1999.....	101.40%
1985.....	106.28%	2000.....	101.05%
1986.....	105.94%	2001.....	100.70%
1987.....	105.59%	2002.....	100.35%
1988.....	105.24%	2003.....	100.00%

together in each case with accrued interest to the date fixed for redemption; provided, however, that no Bond of Series V may be redeemed prior to September 1, 1984, 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 10.93% 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 exchange 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.

ARTICLE II.

AMENDMENTS TO THE INDENTURE.

The Indenture is hereby amended as follows:

Insert the words "or Bonds of Series V" in each of the following places in the Indenture as heretofore supplemented and amended:

Immediately before the word "remain" in the first line of Section 13 of Article IX (p. 12, line 5 of the Twenty-second Supplemental Indenture)

Immediately before the word "in" in the fifth line of Section 13 of Article IX (p. 12, line 9 of the Twenty-second Supplemental Indenture)

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 the 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 V.

SECTION 2. So long as any Bonds of the 3% Series due 1980 or any Bonds of the 3½% Series due 1980 shall remain outstanding, the Company will not anticipate Sinking Fund payments by making payments into the Sinking Fund greater than that required at any specified time.

ARTICLE IV.

CONVEYANCE 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 Indentures 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 Trustee, 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, September 1, 1974, 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, the parties hereto have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

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GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

By *W. J. Barrett*
President

ATTEST:

John J. [illegible]
Secretary

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By *W. J. Barrett*
Trust Officer

ATTEST:

W. J. Barrett
Assistant Secretary

W. J. Barrett
M. J. Barrett

STATE OF WASHINGTON }
 COUNTY OF SNOHOMISH } ss.:

On this 11 day of September, 1974, 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 ROBERT E. JOSLIN, 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 one of the seals 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.

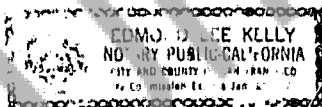
.....
 (Mildred L. Kelly)

Notary Public in and for the State of Washington
 Residing at Everett
 My Commission expires October 1, 1977

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

On this 16th day of September, 1974, 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 L. B. DOLAN, 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 one of the seals 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.



EDMOND LEE KELLY
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 22, 1976

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

On this 10 day of September, 1974, 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.

.....
EDMOND LEE KELLY
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan 22, 1976

SCHEDULE "A"

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

That certain parcel of real property situated in the County of Chelan, State of Washington, more particularly described as follows:

PARCEL 1

The East 54.83 feet of lots 23, 24, and 25, Block 24, amended Great Northern plat of Wenatchee, according to the plat thereof recorded in Volume 1 of Plats, Page 15.

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

That certain parcel of real property situated in the County of King, State of Washington, more particularly described as follows:

PARCEL 2

The North 266 feet of the East half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 20, Township 26 North, Range 5 East, W.M., in King County, Washington.

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

That certain parcel of real property situated in the County of Okanogan, State of Washington, more particularly described as follows:

PARCEL 3

Part of the Northwest quarter of the Southeast quarter of Section 9 Township 30 North, Range 24 E.W.M., more particularly described as follows: Beginning at the north quarter corner of said Section 9, from which the northeast corner bears due East (assumed bearing); thence S 3° 41' 08" E. a distance of 3259.63 feet to the true point of beginning; thence S 13° 46' 24" E. a distance of 100 feet; thence S 76° 13' 36" W. a distance of 100 feet; thence N. 13° 46' 24" W. a distance of 100 feet; thence N. 76° 13' 36" E. a distance of 100 feet to the true point of beginning.

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

All those certain parcels of real property situated in the County of Snohomish, State of Washington, more particularly described as follows:

PARCEL 4

Parcel A: Lot 6, Block 11, Map of Tye City, as per plat recorded in Volumes 3 of Plats on page 36, records of Snohomish County.

Parcel B: The North $\frac{1}{2}$ of Lot 9, Block 2, Plat of Harriman's First Addition to the Town of Monroe, Snohomish County, Wash., as per plat recorded in Volume 4 of Plats on page 9, records of Snohomish County.

PARCEL 5

Commencing at the North quarter corner of Section 29, Township 27 North, Range 4 East, W.M.; thence East 30 feet, thence South 30 feet to the true point of beginning; thence East, parallel to the North line of the Section a distance of 132.41 feet; thence South 390 feet; thence East 132.41 feet; thence South 95.5 feet; thence West 40 feet; thence South 120 feet; thence West 225.6 feet; thence North 606 feet to the true point of beginning. TOGETHER with the property described as follows: Commencing at the North quarter corner of Section 29, Township 27 North, Range 4 East, W.M.; thence South $89^{\circ} 16' 57''$ East, 162.39 feet along the North line of said Section 29; thence South $0^{\circ} 22' 45''$ East, 30.00 feet, to a point on the South margin of 212th Street S.W., said point being an iron pipe property corner and the true point of beginning of this description; thence continuing South $0^{\circ} 22' 45''$ East 57.05 feet to the Western face of an existing West Coast Telephone Co. Building; thence along the face of said building North $0^{\circ} 32' 16''$ East, 57.05 feet to the South Margin of 212th Street S.W.; thence along said road margin, North $89^{\circ} 16' 57''$ West, 0.91 feet to the true point of beginning. EXCEPT the following: Commencing at the North quarter corner of Section 29, Township 27 North, Range 4 East, W.M., thence South $89^{\circ} 16' 57''$ East 162.39 feet along the North line of said Section 29; thence South $0^{\circ} 22' 45''$ East, 30.00 feet, to a point on the South margin of 212th Street S.W.; said point being an iron pipe property corner; thence continuing South $0^{\circ} 22' 45''$ East 57.05 feet to the Western face of an existing West Coast Telephone Company Building and the true point of beginning of this description; thence South $0^{\circ} 32' 16''$ West, 25.00 feet along the Western face of said West Coast Telephone Company building; thence East, 0.40 feet along the southerly face of said West Coast Telephone Company building; thence North $0^{\circ} 22' 45''$ West 25.00 feet to the true point of beginning.

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REAL PROPERTY SITUATE IN THE COUNTY OF CLACKAMAS,
STATE OF OREGON

That certain parcel of real property situated in the County of Clackamas, State of Oregon, more particularly described as follows:

PARCEL 6

A tract of land in the Southwest Quarter, of the Northwest Quarter, of Section 13, T 3 S, R 1 W, W.M., Clackamas County, Oregon, being more particularly described as follows: Beginning at a point on the west line of said Section 13 which bears N 00° 03' 24" E, 264.00 feet from the Southwest corner of the Northwest Quarter of said Section 13, running thence N 00° 03' 24" E, 264.00 feet, along the West line of Section 13 to a point from which a $\frac{5}{8}$ " iron rod bears N 89° 25' E, 29.93 feet; thence N 89° 25' E, 330.00 feet, parallel with the South line of the Northwest Quarter to a $\frac{5}{8}$ " iron rod; thence S 00° 03' 24" W, 264.00 feet, parallel with West line of the Northwest Quarter, to a $\frac{5}{8}$ " iron rod; thence S 89° 25' W, 330.00 feet, parallel with the South line of the Northwest Quarter of Section 13, to the point of beginning thereof, from which a $\frac{5}{8}$ " iron rod bears N 89° 25' E, 29.84 feet.

REAL PROPERTY SITUATE IN THE COUNTY OF COOS,
STATE OF OREGON

All those certain parcels of real property situated in the County of Coos, State of Oregon, more particularly described as follows:

PARCEL 7

Lot 10, Block 1, KING SUBDIVISION,
City of Powers.

PARCEL 8

Lots Thirty-three (33) through Thirty-six (36), inclusive, Block Twenty-seven (27), Railroad Addition to Marshfield, Coos County, Oregon.

REAL PROPERTY SITUATE IN THE COUNTY OF UNION,
STATE OF OREGON

That certain parcel of real property situated in the County of Union, State of Oregon, more particularly described as follows:

PARCEL 9

Lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), and twenty-two (22), in Block numbered

one hundred fourteen (114), of CHAPLIN'S ADDITION to La Grande, Union County, Oregon, according to the recorded plat of said addition.

REAL PROPERTY SITUATE IN THE COUNTY OF WALLOWA,
STATE OF OREGON

All those certain parcels of real property situated in the County of Wallowa, State of Oregon, more particularly described as follows:

PARCEL 10

Beginning at a point which bears South $88^{\circ} 55'$ East 100 feet and North 227.80 feet and North $88^{\circ} 03' 30''$ West 263.55 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 1 North, Range 48 East of the Willamette Meridian, Wallowa County, Oregon, thence continuing North $88^{\circ} 03' 30''$ West 52 feet; thence North 170 feet; thence East 52 feet; thence North 170 feet; thence East 52 feet; thence South 171.79 feet to the point of beginning.

PARCEL 11

A parcel of land lying in the Northwest Quarter of Section 24, T18, R44E, W.M., described as: Beginning at a point which bears: S $44^{\circ} 04'$ W, 1920.99 feet from the north quarter corner of said Section 24; thence N $89^{\circ} 21'$ E, 25.00 feet; thence N $00^{\circ} 39'$ W, 50.00 feet; thence S $89^{\circ} 21'$ W, 50.00 feet; thence S $00^{\circ} 39'$ E, 50.00 feet; thence N $89^{\circ} 21'$ E, 25.00 feet to the point of beginning. ALSO a 20 foot access road easement 10 feet on each side of the following described centerline: Beginning at a point on the north line of the above described tract of land, said point being S $44^{\circ} 04'$ W, 1920.99 feet and N $43^{\circ} 09'$ W, 51.21 feet from the north quarter corner of said Section 24; thence N $43^{\circ} 09'$ W 188.99 feet; thence N $48^{\circ} 19'$ W, 491.10 feet; thence N $30^{\circ} 04'$ W, 127.40 feet; thence N $71^{\circ} 29'$ W, 600.00 feet; thence N $63^{\circ} 42'$ W, 923.60 feet; thence N $79^{\circ} 21'$ E, 298.60 feet; thence N $07^{\circ} 17'$ E, 141.17 feet; thence N $75^{\circ} 27'$ W, 423.30 feet; thence N $88^{\circ} 02'$ W, 923.45 feet; thence N $10^{\circ} 32'$ W, 20.00 feet to terminus and right of way line of Lewiston Highway. SUBJECT to rights of way for roads.

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

All those certain parcels of real property situated in the County of Washington, State of Oregon, more particularly described as follows:

PARCEL 12

A portion of that certain tract of land in the Northeast Quarter of Section 25, Township 1 South, Range 2 West of the Willamette

Meridian, conveyed to Donald E. Knoles, et ux, by deed recorded in Book 412, Page 109, Records of Washington County, said portion being described as follows: Beginning at an iron rod on the East line of said Section 25, said iron rod being North 00° 06' 40" West 333.00 feet from the East quarter section corner of said Section 25, said iron rod also being the Northeast corner of a tract of land conveyed to Aloha-Huber Water District by deed in Book 756, Page 519, Records of Washington County; and running thence South 89° 56' 30" West along the North line of said Aloha-Huber Water District tract 50.00 feet; thence North 00° 06' 40" West 50.00 feet; thence North 89° 56' 30" East 50.00 feet to a point on the East line of said Section 25; thence South 00° 06' 40" East along the East line of said Section 25, 50.00 feet to the point of beginning.

PARCEL 13

That portion of Lots 6, 7 and 8, BEAVER ACRES, a duly recorded subdivision in Section 7, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Lot 8, BEAVER ACRES, thence North 89° 13' 14" West 108.7 feet along the South right-of-way line of Merlo Road (County Road #198) to a 3/4 inch iron rod and true point of beginning; thence South 19° 22' West 423.08 feet along a line parallel with the East line of said Lot 8 to a 3/4 inch iron rod at the southwest corner of the Washington County School District No. 48 tract as described in Deed recorded August 30, 1977 in Book 833, page 363, Records of Washington County, thence North 89° 28' West 634.92 feet along the North line of Washington County School District No. 48 tract described in Deed recorded March 17, 1971, in Book 810, page 67, Records of Washington County, to an iron rod on the easterly line of lot 6, BEAVER ACRES; thence along the north line of the Washington County School District No. 48 tract described in Deed recorded March 3, 1971, in Book 808, page 406, Records of Washington County, North 89° 28' West 308.20 feet to a point on the West line of lot 6, BEAVER ACRES; thence North 0° 01' West along the West line of lot 6 to the southwest corner of Lowenstein tract recorded March 29, 1954, in Book 351, page 416, Deed Records, said corner being South 0° 01' East 206.5 feet from the Northwest corner of said Lot 6; thence South 89° 28' East 280 feet along the south line of said Lowenstein tract and an Easterly extension thereof to a point south 206.5 feet from the North line of said Lot 6; thence North 206.5 feet more or less to the South line of Merlo Road (County Road #198) thence South 89° 13' 14" East along the South line of Merlo Road to the true point of beginning.

REAL PROPERTY SITUATE IN THE COUNTY OF BENEWAH,
STATE OF IDAHO

That certain parcel of real property situated in the County of Benewah, State of Idaho, more particularly described as follows:

PARCEL 14

A tract of land situated in Benewah County, Idaho, located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 46 North, Range 4 West, Boise Meridian, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of U.S. Highway No. 95 at Station 1873+80 as identified on State of Idaho Department of Highways plans dated November 3, 1950; thence N 26° 41' E along said easterly right-of-way line a distance of 135 feet; thence S 63° 19' E a distance of 135 feet; thence N 63° 19' W a distance of 100 feet; thence S 26° 41' W a distance of 100 feet to the point of beginning.

REAL PROPERTY SITUATE IN THE COUNTY OF BONNER,
STATE OF IDAHO

That certain parcel of real property situated in the County of Bonner, State of Idaho, more particularly described as follows:

PARCEL 15

N $\frac{1}{2}$ of Lots 8, 9 and 10, Block 11 Amended
Plat of Nagle's Addition to Clark Fork,
Idaho.

REAL PROPERTY SITUATE IN THE COUNTY OF KOOTENAI,
STATE OF IDAHO

That certain parcel of real property situated in the County of Kootenai, State of Idaho, more particularly described as follows:

PARCEL 16

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 51 North, Range 4 W.B.M., Kootenai County, State of Idaho, more particularly described as follows:

Beginning at a point which bears North 89° 30' West, a distance of 700 feet and South 0° 30' West, a distance of 26.3 feet from the NE corner of Section 24, Township 51 North, Range 4 W.B.M., which point is on the South right of way line of the county road as

it now exists; thence South $0^{\circ} 23'$ West, a distance of 100 feet to a point; thence South $89^{\circ} 37'$ West, a distance of 35 feet to a point; thence North $0^{\circ} 23'$ East, a distance of 100 feet to a point; thence North $89^{\circ} 37'$ West along county road right of way line a distance of 35 feet to the point of beginning.

REAL PROPERTY SITUATE IN THE COUNTY OF LATAH,
STATE OF IDAHO

All those certain parcels of real property situated in the County of Latah, State of Idaho, more particularly described as follows:

PARCEL 17

A tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 39 North, Range 5 W.B.M., described as follows:

Beginning at a point 498 feet North and 175.0 feet South $86^{\circ} 36'$ West of the Quarter corner between Sections 7 and 8, Township 39 North, Range 5 W.B.M., and on the North line of "E" Street in the City of McCoow, Idaho, and running thence South $86^{\circ} 36'$ West 125.0 feet on said North line of "E" Street, thence South 3.0 feet, thence South $86^{\circ} 36'$ West a distance of 212.88 feet on said North line of "E" Street; thence North $37^{\circ} 30'$ West 67.5 feet to a point on the East right of way line of the Burlington Northern Railway Company, thence North $1^{\circ} 45'$ West 268.10 feet on said East right of way line to a point on the South line of Morton Street, thence North $86^{\circ} 36'$ East 386.31 feet on said South line of Morton Street; thence South 322.0 feet to the point of beginning, Latah County, Idaho.

PARCEL 18

The South 100 feet of the West 93 feet of Lot 3, Block 17, DEARY HOME & ORCHARDS, Latah County, Idaho, together with a 49 foot non-exclusive right of way, immediately adjoining the north of said property.

REAL PROPERTY SITUATE IN THE COUNTY OF SHOSHONE,
STATE OF IDAHO

That certain parcel of real property situated in the County of Shoshone, State of Idaho, more particularly described as follows:

PARCEL 19

Lots 23 and 24, Block 1, Mullan, Shoshone County, State of Idaho, according to the official and recorded plat thereof.