

THIS THIRTIETH SUPPLEMENTAL INDENTURE, made as of the 1st day of July, 1980, 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. BARRETT**, 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 Trustee (**M. J. BARRETT** 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-nine supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented and amended being hereinafter referred to as the "Indenture"); and

WHEREAS, the Company has succeeded to all rights and obligations of, and has been substituted for, its predecessor under the Indenture; and

WHEREAS, the aggregate principal amount of bonds which may be issued and outstanding at any one time under the Indenture is \$1,000,000,000; and

WHEREAS, there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$341,812,000, 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

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<u>Title</u>	<u>Principal Amount</u>
First Mortgage Bonds, 4½% Series due 1985	4,000,000
First Mortgage Bonds, 5½% Series due 1990	3,000,000
First Mortgage Bonds, 5% Series due 1990	4,000,000
First Mortgage Bonds, 4½% Series due 1990	5,000,000
First Mortgage Bonds, 4½% Series due 1993	5,000,000
First Mortgage Bonds, 4½% Series due 1995	10,000,000
First Mortgage Bonds, 6% Series P due 1996	9,000,000
First Mortgage Bonds, 6½% Series Q due 1998	15,000,000
First Mortgage Bonds, 7½% Series R due 1999	18,000,000
First Mortgage Bonds, 9¼% Series S due 2000	25,000,000
First Mortgage Bonds, 7½% Series U due 2002	20,000,000
First Mortgage Bonds, 10¼% Series V due 2004	23,312,000
First Mortgage Bonds, 8¼% Series W due 2007	50,000,000
First Mortgage Bonds, 9½% Series X due 2008	50,000,000
First Mortgage Bonds, 10% Series Y due serially to 1984	37,000,000
First Mortgage Bonds, 12% Series Z due 2004	50,000,000
Total	\$341,312,000

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, 12½% Series AA Due 2010", to be limited (except as provided in Article I of the Indenture and Section 2 hereof with respect to bonds authenticated and delivered in exchange or substitution for other bonds) in aggregate principal amount to \$100,000,000, 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 Thirtieth 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, 12% Series AA Due 2010, 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 Thirtieth 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 enjoining 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, 12% SERIES AA DUE 2010

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 12% Series AA Due 2010, said bonds being sometimes hereinafter referred to as the "Bonds of Series AA", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. The aggregate principal amount of Bonds of Series AA which may be issued, authenticated and delivered under this Indenture shall be limited (except as provided in Article 1 of the Indenture and Section 2 hereof with respect of bonds authenticated and delivered in exchange or substitution for other bonds) to \$100,000,000. Bonds of Series AA shall mature on July 1, 2010 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 AA shall bear interest at the rate of 12 1/4% per annum, payable semi-annually on January 1 and July 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 AA 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 January or the first day of July next preceding the date thereof. The Bonds of Series AA 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 not 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 AA, such bond shall be dated as of July 1, 1980, 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 AA, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series AA 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 AA 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 AA 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 AA 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 AA 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 June 15 or December 15, as the case may be, next preceding such interest payment date, whether or not such June 15 or December 15 is a business day.

SECTION 2. Bonds of Series AA 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 of other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series AA 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 AA for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series AA, 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 AA 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 3 of Article I of the Indenture shall not be applicable to the Bonds of Series AA except that such bonds may bear such numbers and letters and may contain such other specifications or

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be in 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 provision of Section 3 of Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series AA 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 AA 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 AA 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 AA may be redeemed prior to July 1, 1985 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 12.32% per annum calculated in accordance with accepted financial practice.

Notice of redemption of Bonds of Series AA 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 AA which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds of Series AA to be redeemed shall be selected by the Corporate 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 AA 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 AA, 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 AA.

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

SECTION 5. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the form of Bond of Series AA, if any Bonds of said series are redeemed from funds received by the Company from the sale of property or the taking of property by exercise of eminent domain or from the proceeds of insurance, then and in any such event there shall be paid the redemption price as specified in the form set forth herein for the Bonds of Series AA under the heading "Regular Redemption Price", together with accrued interest to the date of redemption.

SECTION 6. To the extent not expressly provided by this Thirtieth Supplemental Indenture, the Bonds of Series AA shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Indenture.

SECTION 7. The Bonds of Series AA and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following forms:

(FORM OF FACE OF BONDS OF SERIES AA)

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

FIRST MORTGAGE BOND,
12% SERIES AA DUE 2010

No. \$.....
GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., a corporation organized and existing under and by virtue of the laws of the State of Washington (hereinafter called the "Company"), for value received, hereby promises to pay to the registered holder hereof, on the first day of July, 2010, unless this Bond is sooner redeemed, Dollars and to pay interest

thereon at the rate of 12½% per annum until the payment of said principal sum, semi-annually on the first day of January and on the first day of July in each year.

Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the first day of January or the first day of July next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this Bond (or any Bond or Bonds of Series AA evidencing the same debt) is registered at the close of business on the 15th day of June or the 15th day of December, as the case may be, whether or not such day is a business day, next preceding such interest payment date. Both the principal of and the interest on this Bond shall be payable at the office or Agency of the Company in the City of San Francisco, State of California, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond shall not be paid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by or on behalf of the Corporate Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

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 AA)

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. Kieferdorf (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, September 1, 1974, February 1, 1977, July 1, 1978, March 30, 1979, December 1, 1979, and July 1, 1980 to which

Indenture and Supplemental Indentures (hereinafter collectively 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.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions of the Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least 75% in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto: provided that no such modification or alteration (a) shall give to any bond or bonds secured by the Indenture preference over any other bond or bonds thereby secured, (b) shall authorize the creation by the Company of any lien prior or equal to the lien of the Indenture upon any of the trust property at the time of such modification subject thereto, (c) shall authorize or permit the extension of the time or times of payment of the principal of or the interest or premium, if any, on the bonds, or the reduction in the principal amount thereof, or in the rate of interest, or in the amount of premium, if any, thereon, or any other modification in the terms of the payment of the principal thereof or the interest or premium thereon, (d) shall authorize the extension of any waiver of default to a subsequent default or the impairment of any rights consequent thereto, or (e) shall reduce the percentage of bonds required by the provisions of Article XI of the Indenture for the taking of any action thereunder; and, if such modification or alteration shall affect the rights of the holders of bonds of one or more, but less than all, of the series of bonds then outstanding, such modification or alteration shall be assented to by the holders of at least 75% in principal amount of the bonds of each series so affected.

In the manner, upon the notice and upon the conditions specified in the Indenture, this Bond or any portion hereof may be redeemed at any time during the respective twelve month periods beginning July 1 of the years shown below, (i) at the option of the Company at the prices (expressed in percentage of principal amount) set forth under the heading "Regular Redemption Price" and (ii) from funds deposited with the Corporate Trustee

in the Sinking Fund as provided for in the Indenture at the "Sinking Fund Redemption Price" of 100% of a principal amount:

Year	Regular Redemption Price	Year	Regular Redemption Price
1980	111.53%	1995	105.56%
1981	111.13%	1996	105.17%
1982	110.73%	1997	104.77%
1983	110.33%	1998	104.37%
1984	109.94%	1999	103.97%
1985	109.54%	2000	103.58%
1986	109.14%	2001	103.18%
1987	108.74%	2002	102.78%
1988	108.35%	2003	102.38%
1989	107.95%	2004	101.99%
1990	107.55%	2005	101.59%
1991	107.15%	2006	101.19%
1992	106.76%	2007	100.79%
1993	106.36%	2008	100.40%
1994	105.96%	2009	100.00%

together in each case with accrued interest to the date fixed for redemption; provided, however, that no Bond of Series AA may be redeemed prior to July 1, 1985, 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 12.32% 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 hereof, 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 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 this series 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.

SECTION 1. The Indenture is hereby amended by inserting the words "or Bonds of Series AA" 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. 11, 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 5 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, 1943, 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 AA.

SECTION 2. The Company covenants and agrees that the provisions relating to redemption of bonds with cash deposited in the Sinking Fund shall be applicable to Bonds of Series AA only to the extent of 1% per annum of the initial aggregate principal amount of Bonds of Series AA issued hereunder.

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 into 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 the terms and conditions of said Indenture and of all Indentures supplemental hereto; 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 hereunder 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. Although this Supplemental Indenture is dated as of July 1, 1980 for convenience and for the purpose of reference, the actual dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

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.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

By *C. Munroe*
Vice President



John L. Felt
Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By *[Signature]*
Trust Officer

Richard H. Corsey
Assistant Secretary

M. J. Barrett
M. J. Barrett

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)

On this 17th day of July, 1983, before me, the undersigned a Notary Public in the State of Washington, in and for the said County of Snohomish, reading thereof and duly commissioned and sworn, personally appeared C. W. S. known to me to be the Vice 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.

(Jacobsenberg)

E. S. JACOBSEN

Notary Public in and for the State of Washington,
Residing at Marysville
My Commission expires August 1, 1983.

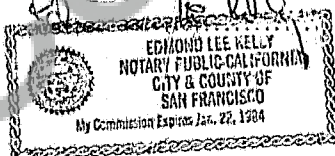
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STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS:

On this 14th day of July, 1980, 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 E. Jackson known to me to be a Trust Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and HOWARD W. PRUSSER 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.

On this 14th day of July, 1980, 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.



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SCHEDULE "A"

Real Property Situate in the State of Washington

Benton County

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

PARCEL 1

That portion of the South half of Section 32, Township 9 North, Range 29 East, W.M., and of the North half of Section 5, Township 8 North, Range 29 East, W.M., all in Benton County, Washington, and being more particularly described as follows: Commencing at the Southeast corner of said Section 32; thence North $89^{\circ}16'27''$ West along the South line thereof, a distance of 1,902.55 feet to the True Point of Beginning; thence South $44^{\circ}48'56''$ East, a distance of 20.75 feet to a point on the Northerly margin of a Burlington Northern Railroad right of way, said point lying on a curve from which the radius point bears North $29^{\circ}49'46''$ West a distance of 2,665.36 feet; thence Southwesterly along said curve being the Northerly margin of Burlington Northern Railroad right of way, through a central angle of $09^{\circ}28'27''$, an arc distance of 440.73 feet; thence North $44^{\circ}48'56''$ West a distance of 294.47 feet to a point on the South line of said Section 32, from which point the North quarter corner of Section 5 lies South $89^{\circ}16'47''$ East a distance of 146.24 feet; thence continuing North $44^{\circ}48'56''$ West a distance of 752.71 feet; thence North $45^{\circ}11'04''$ East a distance of 374.40 feet; thence South $44^{\circ}48'56''$ East a distance of 697.57 feet to the beginning of a curve to the right, said curve having a radius of 45.00 feet; thence along said curve, through a central angle of $26^{\circ}31'32''$, an arc distance of 20.83 feet to the beginning of a curve to the left, said curve having a radius of 50.00 feet; thence South $44^{\circ}48'56''$ East a distance of 385.00 feet to the True Point of Beginning.

SUBJECT TO: Covenants, easements, restrictions and reservations of record and matters pertaining to water and water rights.

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Chelan County

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

PARCEL 2

Lots 23, 24, 25, Block 24, Amended Great Northern Plat of Wenatchee, according to the plat thereof recorded in Volume 1 of Plats, page 15, EXCEPT the East 54.83 feet thereof.

PARCEL 3

Lot 26 in Block 24, the amended Great Northern Plat of Wenatchee, according to the recorded plat thereof situated in the City of Wenatchee, Chelan County, Washington.

SUBJECT To easements, conditions, assessments, restrictions, covenants and exceptions apparent and as described in the Preliminary Commitment for title insurance issued by Pioneer Nat. Title on 8/20/79 under #P-49892.

Skagit County

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

PARCEL 4

That portion of Tract 10 of the "PLAT OF BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, described as follows:

Commencing at the North $\frac{1}{4}$ corner of Section 32, Township 35 North, Range 4 East, W.M., Skagit County, Washington; thence South $2^{\circ}11'42''$ West along the North-South centerline of said Section 32 for a distance of 951.00 feet to a point 20.00 feet North of the North line of the parcel conveyed to Continental Telephone of the Northwest; thence North $87^{\circ}48'18''$ West on a line 20 feet North of and parallel to the North line of said parcel a distance of 62.50 feet to a point on the West margin of an existing gravel road and the TRUE POINT OF BEGINNING; thence North $87^{\circ}48'18''$ West for a distance of 87.50 feet, more or less to the West line of that certain tract known as "Park Reserve Tract"; thence South along said West line for a distance of 100.00 feet; thence South $87^{\circ}48'18''$ East for a distance of 39.50 feet; more or less, to a point on the west margin of an existing gravel road; thence Northeasterly along said West margin for a distance of 100 feet, more or less, to the TRUE POINT OF BEGINNING.

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TOGETHER WITH an easement right for ingress and egress and for AC power and telephone lines along roads presently leading to the subject property, which run over adjoining lands of the grantors or any roads constructed hereafter on said land of grantors allowing access to and from said tract and which will lead to and from the public streets of the City of Burlington.

Situate in the County of Skagit, State of Washington.

County of Snohomish

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

PARCEL 5

A portion of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 29, Township 27 North, Range 6 East, W.M., Snohomish County, Washington, described as follows:

Commencing at the Northwest corner of the plat of Hi Echo as platted and recorded in Volume 28 of Plats, on pages 73 and 74, records of Snohomish County, Washington, the True Point of Beginning; thence North 89°52'57" West along the North line of the South Half (S ½) of the South Half (S ½) of the North Half (N ½) for a distance of 273.70 feet to the Easterly margin of Echo Lake Road; thence South 42°30'09" East along said Easterly margin for a distance of 173.20 feet to the beginning of a curve to the left whose central angle bears North 47°29'51" East for a radial distance of 1879.86 feet; thence along said curve for an arc distance of 13.58 feet; thence North 47°05'01" East for a distance of 201.36 feet to the True Point of Beginning.

Containing 18,810 square feet.

Whitman County

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

PARCEL 6

Lots 13, 14, 15, 16 and 17, Block 3, Town of Tekoa, according to plat thereof recorded in Volume A of Plats, page 180, records of Whitman County, Washington.

Real Property Situate in the State of Oregon

Coos County

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

PARCEL 7

The West half of Lot 1, Block 20, Lakeside, Coos County, Oregon.

Curry County

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

PARCEL 8

The East 85 feet of Lot 5, Block 71, in the City of Port Orford, (Plat of 1865), Curry County, Oregon.

Wallowa County

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

PARCEL 9

A 100' x 100' parcel of land situated in Lot 12 (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 28 Township 2 South, Range 46 East, of the Willamette Meridian, Wallowa County, Oregon, more particularly described as follows:

BEGINNING at a point which bears South 61°30'19" East 6444.7 feet, and South 0°00'30" West 50 feet from the Northwest corner of Section 29, T2S, R46 EWM, said point being in the Center of the Southerly line of the conveyed tract and South 0°00'30" West 50 feet from the center of said tract; thence North 89°59'30" West 50 feet; thence North 0°00'30" East 100 feet; thence South 89°59'30" East 100 feet; thence South 0°00'30" West 100 feet; thence North 89°59'30" West 50 feet to the point of beginning.

TOGETHER WITH a non-exclusive 20-foot wide easement for roadway and utility access over parts of Sections 28 and 32, T2S, R46 EWM, being ten feet on each side of the following described centerline:

BEGINNING at a point which is 70.7 feet South of the corner common to Sections 31 and 32, T2S, R46 EWM, and Sections 5 and 6, T3S, R46 EWM; thence North 24°17'50" East 141.1 feet; thence North 07°59'50" East 823.8 feet; thence North 28°07'15" East 90.3 feet; thence North 51°31'25" East 210.2 feet; thence North 20°58' East 658.6 feet; thence North 36°37'05"

East 88.9 feet; thence North $53^{\circ}52'20''$ East 327.1 feet; thence North $44^{\circ}27'40''$ East 300.5 feet; thence North $40^{\circ}27'15''$ East 367.8 feet; thence North $34^{\circ}08'40''$ East 5.1 feet; thence North $40^{\circ}40'45''$ East 307.4 feet; thence North $45^{\circ}10'4''$ East 334.1 feet; thence South $82^{\circ}54'15''$ East 74.1 feet; thence North $81^{\circ}29'15''$ East 1347.5 feet; thence South $64^{\circ}26'10''$ East 204.8 feet; thence North $82^{\circ}44'10''$ East 1364.6 feet; thence North $45^{\circ}54'10''$ East 172.8 feet; thence North $05^{\circ}15''$ East 222.6 feet; thence North $40^{\circ}50'50''$ East 169.9 feet; thence North $09^{\circ}34'40''$ East 261.7 feet; thence North $13^{\circ}38'05''$ East 283.1 feet; thence North $08^{\circ}03'50''$ East 564.6 feet; thence North $05^{\circ}16'05''$ East 205.3 feet; thence North $10^{\circ}14'30''$ East 435.4 feet; thence North $09^{\circ}01'05''$ West 256.8 feet; thence North $06^{\circ}43'05''$ West 200.0 feet; thence North $04^{\circ}06''$ West 231.7 feet; thence North $12^{\circ}34'45''$ West 457.6 feet; thence North $01^{\circ}06'35''$ East 272.3 feet; thence North $73^{\circ}09'05''$ West 235.7 feet to the center of the site.

Yamhill County

That certain parcel of real property situated in the county of Yamhill, State of Oregon; more particularly described as follows:

PARCEL 10

Beginning on the south boundary line of Block 1 in the ORIGINAL TOWN (now City) of Newberg in Yamhill County, Oregon, according to the duly recorded plat thereof, 100 feet West of the southeast corner of said Block 1; thence West following the South boundary line of said Block 1, 48 feet; thence North parallel with the East boundary line of said Block 1, 43 feet; thence East parallel with the South boundary line of said Block 1, 48 feet; thence South parallel to the East boundary line of said Block 1, 43 feet to the place of beginning.

Also, beginning at a point on the South boundary line of Block 1, in the ORIGINAL TOWN (now City) of Newberg, in said County and State, according to the duly recorded plat thereof, 148 feet West of the Southeast corner of said Block 1; running thence North along the West line of a tract of land, 43 feet by 48 feet in size, deeded to M. W. BLIEFERNICH, et. ux. by Instrument recorded April 4, 1949 in Book 152, Page 506, Deed Records, a distance of 43 feet to the Northwest corner of said Bliefertnich tract; thence West two feet parallel to said South boundary line of said Bliefertnich tract; thence South parallel to said West boundary line of said Bliefertnich tract 43 feet to said South boundary line of said Block 1; thence East along said South boundary line of said Block 1, two feet to the place of beginning.

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Also, the West five feet of the South 43 feet of Lot 3 in Block 1 in the ORIGINAL TOWN (now City) of Newberg, County of Yamhill and State of Oregon.

PARCEL 11

The South 43 feet of Lot 3 in Block 1 of the ORIGINAL TOWN (now City) of Newberg, in Yamhill County, Oregon, EXCEPTING THEREFROM the West 5 feet thereof.

Real Property Situate in the State of Idaho

Kootenai County

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

PARCEL 12

A parcel of land lying in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 49 N. Range 1 West, Boise Meridian, Kootenai County, Idaho, and more nearly described as follows:

Beginning at the southerly right-of-way line of Canyon Road (formerly U. S. Highway #10) and the east right-of-way line of River Road (formerly Dudley Road); thence easterly along said southerly right-of-way line on a curve concave to the north and having a central angle of 3° and a radius of 1,910.05 feet a distance of 100 feet; thence in a southerly direction parallel with River Road 100 feet; thence in a westerly direction 100 feet to a point on the east right-of-way line of River Road that is 100 feet south of the point of beginning; thence along said east right-of-way line in a northerly direction 100 feet to the point of beginning.

PARCEL 13

A portion of Tax Number 10864 lying in the Northwest one-quarter of the Northeast one-quarter of Section 34, Township 49 North, range 1 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

BEGINNING at the intersection of the Southerly right-of-way line of State Highway 3 and the East right-of-way line of Doyle Road; thence along said southerly right-of-way line of State Highway 3 North $52^{\circ} 28'$ East (State Highway Plan) 50.00 feet; thence parallel with said Doyle Road South $1^{\circ} 08' 20''$ West 30.00 feet; thence parallel with said State Highway 3, South $52^{\circ} 28'$ West 50.00 feet to the East right-of-way line of said Doyle Road; thence along said Doyle Road

North 1 degree 8 minutes 20 seconds East 30.00 feet to the point of beginning.

PARCEL 14

Commencing at a point 150 feet North and 1396 feet 8 inches East of the Southwest corner of the Southeast Quarter of Section 9, Township 53 North, Range 3 W.B.M., Kootenai County, Idaho; thence North 58 feet; thence East 216 feet; thence South 208 feet; thence West 116 feet; thence North 150 feet; thence West 100 feet to the place of beginning.

STATE OF WASHINGTON
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

W. Lee V. Miller

OF *the State of Washington*

AT *1:49 P.M.* *26* 19*20*

WAS RECORDED IN BOOK *57*

OF *299* AT PAGE *299*

RECORDS OF SKAGANAWA COUNTY, WASH.

W. Lee V. Miller
COUNTY AUDITOR

BY *W. Lee V. Miller*

INDEXED: <input checked="" type="checkbox"/>
RECORDED: <input checked="" type="checkbox"/>
COMPARED: <input checked="" type="checkbox"/>
MAILED