

## ARTICLE ONE. Definitions.

For the purposes of this Indenture, each of the following terms shall be construed to have the meaning hereinafter specified respectively:

COMPANY: The term "Company" shall mean Oregon-Washington Telephone Company and subject to the provisions of Article Twelve hereof shall also include its successors and assigns.

RESOLUTION: Stockholders Resolution: The term "resolution" shall mean a copy of a resolution certified by the Secretary or an assistant secretary of the Company under the corporate seal of the Company to have been duly adopted by the Board of Directors of the Company.

The term "stockholders resolution" shall mean a copy of a resolution similarly certified to have been duly adopted by the stockholders of the Company entitled to vote upon the subject of said resolution.

ORDER OF THE COMPANY; The term "order of the Company" shall mean a written instrument signed and verified by the President or any Vice-President and the Treasurer or any Assistant Treasurer of the Company requesting or directing the particular action in question to be taken.

OPINION OF COUNSEL: The term "opinion of counsel" shall mean an opinion in writing signed by legal counsel approved by the Trustee, who, unless an event of default has occurred which has not been remedied, may be of counsel to the Company.

ENGINEER:

ENGINEER'S CERTIFICATE:

INDEPENDENT ENGINEER'S CERTIFICATE:

The term "engineer" shall mean an individual or a copartnership or a corporation engaged in the engineering business or employed by the Company to pass upon engineering questions.

The term "engineer's certificate" shall mean a certificate signed and verified by an engineer approved by the Trustee who unless there shall have been an event of default hereunder which has not been remedied may be an employee of the company appointed by its Board of Directors.

The term "independent engineer's certificate" shall mean a certificate signed and verified by an engineer (who shall certify to the Trustee that the signer is not in the employ of the Company or an affiliate thereof and has not been in such employ for a period of time satisfactory to the Trustee) appointed by the Trustee and, unless there shall have been an event of default hereunder which has not been remedied, approved by the Board of Directors of the Company.

OUTSTANDING HEREUNDER: The term "outstanding hereunder" when used with reference to bonds or to bonds of a specified series shall mean all bonds which have been authenticated and delivered under this Indenture or all bonds of the series specified which have been so authenticated and delivered except

(a) bonds cancelled prior to the particular time; and

cash shall have theretofore been deposited with the

(b) bonds for the payment or redemption of which Trustee (whether upon or prior to the maturity or redemption date of said bonds), provided that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor;

and, whenever such term is used with reference to any action or non-action which may be requested or taken by or to which object<sup>on</sup> may be made by the owners or holders of a specified percentage or proportion of bonds "outstanding hereunder", or of bonds of a specified series "outstanding hereunder", shall also except bonds directly or indirectly owned or