

PIONEER, INC., TACOMA—156789

(Form of Coupon)

No. _____ \$ _____

On the ____ day of _____, 19__, unless the bond hereinafter mentioned shall have been called for earlier redemption, upon surrender of this coupon, West Coast Telephone Company will pay to bearer at the office of Bank of America National Trust and Savings Association, at 300 Montgomery Street, San Francisco, California, or, at the option of the holder, at the office of Irving Trust Company in the Borough of Manhattan, City and State of New York, _____ Dollars (\$ _____), in legal tender money of the United States, being six (6) months interest then due upon its First Mortgage Bond, 3½% Series due 1971, No. _____.

(Form of Trustee's Certificate)

It is hereby certified that the within bond is one of the bonds described in the Indenture therein mentioned.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, Trustee,

By _____ Assistant Trust Officer.

(Form of Endorsement for Registration)

REGISTRATION

This bond may be registered as to principal by the holder hereof at the office of Bank of America National Trust and Savings Association, at 300 Montgomery Street, San Francisco, California.

NOTICE: No writing on this bond except by the Corporate Trustee.

Date of Registry	In Whose Name Registered	Registrar

BE IT FURTHER RESOLVED, that the aggregate principal amount of bonds of said 3½% Series due 1971 is not limited, except as to the limitations upon the issuance of bonds contained in said Indenture."

WHEREAS, all conditions and requirements necessary to make this 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 sealing 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.

AS TO THE CREATION OF THE SECOND SERIES OF BONDS

Section 1. The second series of bonds authorized and to be issued under said Indenture, and created as hereinbefore set forth, shall be designated the Company's "First Mortgage Bonds, 3½% Series due 1971," and shall be dated November 1, 1941, shall mature November 1, 1971, shall bear interest at the rate of three and one-half per cent (3½%) per annum, payable semi-annually on May 1st and November 1st of each year, shall be redeemable and shall contain such other terms and provisions as hereinbefore set forth.

Section 2. If any of the bonds of the 3½% Series due 1971 are redeemed prior to maturity from funds in the Depreciation Fund provided in Article III of said Indenture or from