

ment, if the Company shall so require, of the transfer charges therein prescribed.

Registered bonds, without coupons, are interchangeable as to denominations in the manner and upon the conditions prescribed in the Indenture. Coupon bonds and registered bonds without coupons, are interchangeable in the manner and upon the conditions prescribed in the Indenture.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the certificate of the Bank of America National Trust and Savings Association, one of the Trustees, or its successor in said trust, endorsed hereon.

IN WITNESS WHEREOF, West Coast Telephone Company has caused this bond to be signed in its name by its President, or a Vice-President, and its corporate seal to be hereunto affixed, and attested by its Secretary, or an Assistant Secretary, as of the 1st day of November, 1941.

Attest:

WEST COAST TELEPHONE COMPANY,

By _____ President.

Secretary.

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.

This bond is issued in lieu of or in exchange for coupon bonds of this issue and this series numbered _____ for \$1,000 each, not contemporaneously outstanding, aggregating the face value hereof, and coupon bonds of this issue and series bearing the said numbers will be issued in exchange for this bond upon surrender, cancellation, and payment of the charges, all as provided in the Indenture.

For value received, _____ hereby assign and transfer unto _____ the within bond, together with accrued interest thereon, hereby irrevocably constituting and appointing _____ attorney to transfer the said bond on the books of the Company at the office of the Corporate Trustee, with full power of substitution in the premises.

Dated: _____, 19____

In the Presence of: _____

4. Nothing herein contained shall in any manner whatsoever, alter, amend or change any of the terms, provisions, agreements or covenants contained in the Indenture above mentioned dated as of March 1, 1939, or the Supplemental Indenture executed and delivered by the Company to the Trustees dated as of November 1, 1941, excepting only as is herein specifically set forth.

5. This Supplemental Agreement is adopted and executed pursuant to the provisions of Article XI of the Indenture, and correctly sets forth the proposal of the Company hereinabove mentioned as the same was assented to by the bondholders on December 9, 1941.

6. All of the covenants, stipulations, promises and agreements of this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

7. 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.

IN WITNESS WHEREOF, WEST COAST TELEPHONE COMPANY has caused this Supplemental Indenture