

office of Irving Trust Company, in the Borough of Manhattan, City and State of New York.

This bond is one of an authorized issue of bonds of the Company, limited to the aggregate principal amount of Ten Million Dollars (\$10,000,000) which may at any time be issued and outstanding, 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 (under date of March 26, 1940, William C. Koenig was appointed successor Individual Trustee), a Supplemental Indenture dated as of November 1, 1941, a Supplemental Indenture dated December 9, 1941, and a Supplemental Indenture dated as of March 1, 1948, 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 in respect to such security.

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 seventy-five per cent (75%) in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; 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 seventy-five per cent (75%) in principal amount of the bonds of each series so affected.

At the option of the Company, 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 upon payment of the principal amount hereof, or the portion to be redeemed, as the case may be, and accrued interest to the date of redemption and a premium of four per cent (4%) of the principal amount thereof or the portion to be redeemed, which premium shall be reduced by two-tenths of one per cent (0.2%) on November 2, 1951, and by an additional two-tenths of one per cent (0.2%) on each November 2 thereafter, to and including November 2, 1970, and on and after November 2, 1970, without premium.

If this Bond or any portion thereof is redeemed from funds in the Depreciation Fund provided for in Article III of said Indenture or from funds in the Sinking Fund, or from the proceeds of the sale of any property of the Company, to any local, state or federal governmental authority, then and notwithstanding anything else herein contained, no premium shall be paid upon the redemption of this Bond or the portion thereof so redeemed.

If default shall be made in the payment of any installment of interest on this bond, or in the performance of any of the covenants and agreements of the Indenture, 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.

This bond is transferable as prescribed in the Indenture by the registered holder hereof in person, or by his duly authorized attorney, at the office of the Corporate Trustee, at 300 Montgomery Street in San Francisco, California, upon surrender and cancellation of this bond, and thereupon a new registered bond without coupons, of the same series, shall be issued to the transferee in exchange for this bond as provided in the Indenture, upon payment, 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 _____, _____.

WEST COAST TELEPHONE COMPANY,
By _____
President

ATTEST:

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
SAVING 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 issue in exchange for this bond upon surrender, cancellation, and payment of the charges, all as provided in the Indenture.