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UNITED TELEPHONE COMPANY OF THE NORTHWEST

TO

PEOPLES NATIONAL BANK OF WASHINGTON

AND

ROBERT G. PERRY

TRUSTEES

Thirteenth Supplemental
Indenture

DATED AS OF FEBRUARY 1, 1972

STEVENS-HISE LAW FIRM, CO., PORTLAND, ORE.

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This Thirteenth Supplemental Indenture dated as of February 1, 1972, by and between UNITED TELEPHONE COMPANY OF THE NORTHWEST, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, having its principal office and place of business in the City and County of Hood River in said state (hereinafter sometimes referred to as the "Company"), and PEOPLES NATIONAL BANK OF WASHINGTON, a national banking association duly organized and existing under and by virtue of the National Banking Laws of the United States of America, having its principal office and place of business in the City of Seattle, County of King and State of Washington (hereinafter sometimes referred to as the "Trustee") and ROBERT G. PERRY of said City of Seattle (hereinafter sometimes referred to as the "Individual Trustee"), as Trustees, the Trustee and the Individual Trustee being sometimes hereinafter referred to collectively as the "Trustees,"

WITNESSETH:

WHEREAS until November 1, 1965, the corporate name of the Company was Oregon-Washington Telephone Company and such corporate name was changed on November 1, 1965 to United Telephone Company of the Northwest; and

WHEREAS the Company has executed and delivered the Trustee and to E. L. Blaine, Jr. an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946 (hereinafter sometimes referred to as the "Original

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Indenture"), to secure its first mortgage bonds wherein it is provided that the bonds secured thereby may be issued in one or more series and each series other than the First Mortgage Bonds, Series A, shall be created by an indenture supplemental thereto designating the new series to be created and describing and defining the bonds of such series; and

WHEREAS the Company has executed and delivered to the Trustee and to E. L. Blaine, Jr. a First Supplemental Indenture dated as of April 1, 1948, a Second Supplemental Indenture dated as of January 1, 1951, a Third Supplemental Indenture dated as of September 1, 1954, a Fourth Supplemental Indenture dated as of June 1, 1959, a Fifth Supplemental Indenture dated as of July 1, 1960, a Sixth Supplemental Indenture dated as of December 1, 1960, a Seventh Supplemental Indenture dated as of June 1, 1962, an Eighth Supplemental Indenture dated as of September 1, 1964, a Ninth Supplemental Indenture dated as of April 1, 1966, a Tenth Supplemental Indenture dated as of December 1, 1967, an Eleventh Supplemental Indenture dated as of March 1, 1969, and a Twelfth Supplemental Indenture dated as of July 1, 1971, amending and supplementing such Original Indenture pursuant to which supplemental indentures the Company has issued its First Mortgage Bonds, Series B, C, D, E, F, G, H, I, J, K and L; and

WHEREAS at the time the Original Indenture was executed the corporate name of the Trustee was Peoples National Bank of Washington in Seattle and such cor-

porate name has since been changed to Peoples National Bank of Washington; and

WHEREAS until May 22, 1967 E. L. Blaine, Jr. served as Individual Trustee under terms of the Original Indenture as supplemented, and upon his resignation on such date the Individual Trustee was duly appointed as successor to E. L. Blaine, Jr. as Individual Trustee pursuant to the provisions of Section 16.10 of the Original Indenture; and

WHEREAS the Company has taken due corporate action to provide for the immediate issuance, execution, authentication and delivery of Six Million Dollars (\$6,000,000) in aggregate principal amount of said First Mortgage Bonds, to be known as the Company's First Mortgage Bonds, Series M, the said Series M Bonds to be issued against net bondable expenditures for property additions under the provisions of Article Four of the Original Indenture; and

WHEREAS the fully registered bonds without coupons and the coupon bonds of Series M to be issued hereunder, the coupons to be attached thereto and the certificate of the Trustee to be endorsed on the bonds are to be substantially in the following forms respectively, to wit:

Form of Series M Fully
Registered Bond Without Coupon

\$..... No. R

First Mortgage Bond Due February 1,
Series M 2002

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UNITED TELEPHONE COMPANY OF THE
NORTHWEST

UNITED TELEPHONE COMPANY OF THE NORTHWEST, a corporation of the State of Oregon (herein called the Company), for value received, hereby promises to pay to

or registered assigns, on the first day of February, 2002, the principal sum of

and to pay interest thereon from the date hereof (unless this bond shall have been called for previous redemption and payment duly provided therefor) at the rate of seven and five eighths per cent (7 $\frac{5}{8}$ %) per annum, payable semiannually on the first day of February and the first day of August in each year until said principal sum is paid. Both the principal of and the interest on this bond shall be payable at the main office of Peoples National Bank of Washington, in Seattle, Washington, or at the main office of its successor as corporate trustee in the trust hereinafter referred to, in lawful money of the United States of America. When funds have been made available for the purpose, said Bank, or its successor corporate trustee, shall mail its check for said interest to the registered owner hereof at his registered address.

This bond is one of a duly authorized issue of first mortgage bonds of the Company, limited as to aggregate principal amount as set forth in the Indenture hereinafter mentioned, issuable in series, and is one of a series known as First Mortgage Bonds, Series M, all bonds of all series being issued and to be issued under and pursuant to and all equally secured (except as any sinking or other analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned,

may afford additional security for the bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946, as amended and modified by a First Supplemental Indenture dated as of April 1, 1948, a Second Supplemental Indenture dated as of January 1, 1951, a Third Supplemental Indenture dated as of September 1, 1954, a Fourth Supplemental Indenture dated as of June 1, 1959, a Fifth Supplemental Indenture dated as of July 1, 1960, a Sixth Supplemental Indenture dated as of December 1, 1960, a Seventh Supplemental Indenture dated as of June 1, 1962, an Eighth Supplemental Indenture dated as of September 1, 1964, a Ninth Supplemental Indenture dated as of April 1, 1966, a Tenth Supplemental Indenture dated as of December 1, 1967, an Eleventh Supplemental Indenture dated as of March 1, 1969, a Twelfth Supplemental Indenture dated as of July 1, 1971, and a Thirteenth Supplemental Indenture dated as of February 1, 1972 (said fourteen instruments being collectively called the Indenture), all duly executed and delivered by the Company to Peoples National Bank of Washington, of Seattle, Washington (herein called the Trustee), and to either Robert G. Perry of Seattle, Washington (herein called the Individual Trustee) or to Robert G. Perry's predecessor in the office of individual trustee pursuant to the Indenture, as trustees, to which Indenture and to all indentures supplemental thereto reference is hereby made for a description of the property transferred, assigned and mortgaged thereunder, the nature and extent of the security, the terms and conditions upon which the bonds are secured and additional bonds may be issued and secured, and the rights of the holders or registered owners of said bonds, of the Trustees

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and the Company in respect to such security. Subsequent series of said bonds may vary as to date, date of maturity, rate of interest and in other ways as in the Indenture provided or permitted.

Bonds of this series are redeemable in whole or in part at the option of the Company at any time, at the principal amount thereof plus interest accrued to the date fixed for redemption, plus a premium equal to the then applicable percentage of the principal amount thereof:

If redeemed before January 31, 1973—7.625%
 If redeemed thereafter, but before January 31, 1974—7.375%
 If redeemed thereafter, but before January 31, 1975—7.125%
 If redeemed thereafter, but before January 31, 1976—6.875%
 If redeemed thereafter, but before January 31, 1977—6.625%
 If redeemed thereafter, but before January 31, 1978—6.375%
 If redeemed thereafter, but before January 31, 1979—6.125%
 If redeemed thereafter, but before January 31, 1980—5.875%
 If redeemed thereafter, but before January 31, 1981—5.625%
 If redeemed thereafter, but before January 31, 1982—5.375%
 If redeemed thereafter, but before January 31, 1983—5.125%
 If redeemed thereafter, but before January 31, 1984—4.875%
 If redeemed thereafter, but before January 31, 1985—4.625%
 If redeemed thereafter, but before January 31, 1986—4.375%
 If redeemed thereafter, but before January 31, 1987—4.125%
 If redeemed thereafter, but before January 31, 1988—3.875%
 If redeemed thereafter, but before January 31, 1989—3.625%
 If redeemed thereafter, but before January 31, 1990—3.375%
 If redeemed thereafter, but before January 31, 1991—3.125%
 If redeemed thereafter, but before January 31, 1992—2.875%
 If redeemed thereafter, but before January 31, 1993—2.625%
 If redeemed thereafter, but before January 31, 1994—2.375%
 If redeemed thereafter, but before January 31, 1995—2.125%
 If redeemed thereafter, but before January 31, 1996—1.875%
 If redeemed thereafter, but before January 31, 1997—1.625%
 If redeemed thereafter, but before January 31, 1998—1.375%
 If redeemed thereafter, but before January 31, 1999—1.000%
 If redeemed thereafter, but before January 31, 2000—.625%
 If redeemed thereafter, but before January 31, 2001—.250%
 If redeemed thereafter, but before January 31, 2002—.000%

all on the conditions and in the manner provided in the Indenture; provided, however, that no bond shall be redeemable, in whole or in part, at any time

prior to February 1, 1982, directly or indirectly as a part of, or in anticipation of, any refunding operations involving the incurring of an indebtedness by the Company at an interest cost of less than seven and five eighths per cent (7 $\frac{5}{8}$ %) per annum and provided further that the bonds of Series M shall be subject to redemption in part from time to time through the operation of the sinking fund as provided in the Indenture at the principal amount thereof, without premium, together in any case with interest accrued thereon to the date of redemption, all on the conditions and in the manner provided in the Indenture.

On the conditions and in the manner provided in the Indenture, Series M bonds may become subject to redemption in whole or in part at any time by the use of moneys deposited with or paid to the Trustee (a) as the proceeds of property sold; or (b) as the proceeds of property taken under power of eminent domain or as the proceeds of insurance policies deposited with or paid to the Trustee because of damage to or destruction of property or out of moneys deposited with or paid to the Trustee by the Company because of a failure on the part of the Company to meet certain requirements of the Indenture respecting the replacement of property. Series M Bonds so redeemed shall be redeemed at their principal amount plus interest accrued to the date fixed for redemption plus the then applicable premium set forth in the preceding paragraph.

Notice of any of the aforesaid redemptions shall be given by registered mail to the registered owner hereof at his registered address, such notice to be mailed at least sixty (60) days prior to the date fixed for redemption, provided that notice of re-

demption for the sinking fund may be mailed as aforesaid not less than ten (10) days prior to the date fixed for redemption; all on the conditions and in the manner provided in the Indenture. The Indenture provides that if in case of redemption of less than all of the bonds of this series and all such bonds then outstanding are fully registered in the names of holders, the aggregate of moneys to be applied in redemption shall be apportioned by the Trustee pro rata as nearly as practicable among such holders in the manner provided by Section 1.05 of the Thirteenth Supplemental Indenture. If exact apportionment proves impracticable, then any portion of the moneys available for redemption, but not exactly apportionable in multiples of \$500, shall be retained by the Trustee and applied as a part of the next distribution and apportionment in redemption. If notice of the redemption of any fully registered bond without coupons or of any portion of its principal amount so selected as aforesaid has been duly given, then such bond or such portion thereof shall become due and payable on the redemption date and if the redemption price shall have been duly deposited with the Trustee, interest on such bond or on such portion thereof shall cease to accrue from and after the redemption date. Whenever the redemption price thereof shall have been duly deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made as provided in the Indenture, such bond or such portion thereof shall no longer be entitled to any lien or benefit of the Indenture. In the event that a portion only of this bond shall be so called for redemption, the Company will, at the option of the owner and holder thereof, issue a

new fully registered bond without coupons in like form for the unredeemed portion thereof.

In the event that all or any part of the bonds of this series shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, the holders or registered owners of such bonds shall be entitled to be paid therefor an amount equal to the redemption price then applicable in the case of a redemption at the option of the Company.

In case an event of default, as defined in the Indenture, occurs the principal of this bond may become or may be declared due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture.

Pursuant to the provisions of Section 2.09 of the Original Indenture, this bond is transferable by the registered owner hereof, in person or by duly authorized attorney, only upon the books of the Company to be kept for that purpose at the office of the Trustee under the Indenture, upon surrender thereof at said office for cancellation and upon presentation of a written instrument of transfer duly executed, and thereupon the Company shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered bond or bonds, of like form and in an authorized denomination or in authorized denominations and of the same series, for the aggregate unpaid balance. Fully registered bonds without

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coupons of this series upon surrender thereof at said office may be exchanged for the same aggregate principal amount either of fully registered bonds of this series of another authorized denomination or other authorized denominations, or of coupon bonds of this series of the denomination of \$1,000 with coupons attached representing interest from the date to which interest shall have been paid on the surrendered bonds or of both; all upon payment of charges, if any, and subject to the terms and conditions specified in the Indenture.

The Company and the Trustee may treat the registered owner of this bond as the absolute owner hereof for the purpose of receiving payment hereof, or on account hereof, and for all other purposes.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, property may be released from the lien thereof. The terms and provisions of the Indenture or of any instrument supplemental thereto may be modified or altered upon the assent and of authorization the holders of at least eighty per cent (80%) in amount of the bonds then outstanding thereunder until all Series A through L bonds have been retired and thereafter upon the assent and authorization of at least sixty six and two thirds per cent (66-2/3%) of such holders, provided, however, that no such modification or alteration shall be made which will (a) affect the terms of payment of the principal of or decrease interest on the bonds outstanding thereunder, or (b) authorize the creation of any lien prior or equal to the lien of the Indenture upon any of the mortgaged and pledged property, or (c) give to any bond or bonds secured thereby any preference over any other bond or bonds secured

thereby, and provided further, that no modification of any right which shall have been specifically provided in respect to any particular series of bonds shall be effective unless assented to by the holders of at least eighty per cent (80%) in amount of the bonds of such particular series until all Series A through L bonds have been retired and thereafter upon the assent and authorization of at least sixty six and two thirds per cent (66-2/3%) of such holders.

No recourse shall be had for the payment of the principal of or the interest on this bond, or of any claim based hereon or in respect hereof or of the Indenture, against any incorporator, stockholder, officer or director of the Company or of any successor company, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof expressly waived and released and being also waived and released by the terms of the Indenture.

Payments on account of principal of this bond may be made without surrender, cancellation or reissue hereof in the manner and to the extent provided by the terms of Section 1.06 of the Thirteenth Supplemental Indenture, as reflected by the records of the Trustee.

This bond shall not be valid nor become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal to be

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hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and this bond to be dated as of the 1st day of February, 1972.

UNITED TELEPHONE COMPANY
OF THE NORTHWEST

By
President

ATTEST:

By
Secretary

Form of Series M Coupon Bond

No. \$1,000

UNITED TELEPHONE COMPANY OF THE
NORTHWEST

First Mortgage Bond, Series M
Due February 1, 2002

UNITED TELEPHONE COMPANY OF THE NORTHWEST, a corporation of the State of Oregon (hereinafter called the Company), for value received, hereby promises to pay to bearer, or, if this bond be registered as to principal, then to the registered owner hereof, on the first day of February, 2002 the principal sum of One Thousand Dollars (\$1,000) and to pay interest thereon from the date hereof at the rate of seven and five eighths per cent (7 $\frac{5}{8}$ %) per annum, payable semiannually on the first day of February and on the first day of August in each year until said principal sum is paid, but, until maturity hereof, only upon the presentation and surrender of the interest coupons hereto appertaining as they severally become due. Both the principal of and the interest on this bond shall be payable at the main office of Peoples National

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Bank of Washington, in Seattle, Washington, or at the main office of its successor as corporate trustee in the trust hereinafter referred to, in lawful money of the United States of America.

This bond is one of a duly authorized issue of first mortgage bonds of the Company, limited as to aggregate principal amount as set forth in the Indenture hereinafter mentioned, issuable in series, and is one of a series known as First Mortgage Bonds, Series M, all bonds of all series being issued and to be issued under and pursuant to and all equally secured (except as any sinking or other analogous funds, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946, as amended and modified by a First Supplemental Indenture dated as of April 1, 1948, a Second Supplemental Indenture dated as of January 1, 1951, a Third Supplemental Indenture dated as of September 1, 1954, a Fourth Supplemental Indenture dated as of June 1, 1959, a Fifth Supplemental Indenture dated as of July 1, 1960, a Sixth Supplemental Indenture dated as of December 1, 1960, a Seventh Supplemental Indenture dated as of June 1, 1962, an Eighth Supplemental Indenture dated as of September 1, 1964, a Ninth Supplemental Indenture dated as of April 1, 1966, a Tenth Supplemental Indenture dated as of December 1, 1967, an Eleventh Supplemental Indenture dated as of March 1, 1969, a Twelfth Supplemental Indenture dated as of July 1, 1971, and a Thirteenth Supplemental Indenture dated as of February 1, 1972 (said fourteen instruments being herein collectively

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called the Indenture), all duly executed and delivered by the Company to Peoples National Bank of Washington, in Seattle, Washington (herein called the Trustee), and to either Robert G. Perry of Seattle, Washington (herein called the Individual Trustee), or to Robert G. Perry's predecessor in the office of individual trustee pursuant to the Indenture, as trustees, to which Indenture and to all indentures supplemental thereto reference is hereby made for a description of the property transferred, assigned and mortgaged thereunder, the nature and extent of the security, the terms and conditions upon which the bonds are secured and additional bonds may be issued and secured, and the rights of the holders or registered owners of said bonds, of the Trustees and of the Company in respect to such security. Subsequent series of said bonds may vary as to date, date of maturity, rate of interest and in other ways as in the Indenture provided or permitted.

Bonds of this series are redeemable in whole or in part at the option of the Company at any time, at the principal amount thereof plus interest accrued to the date fixed for redemption, plus a premium equal to the then applicable percentage of the principal amount thereof:

If redeemed before January 31, 1973—7.625%
 If redeemed thereafter, but before January 31, 1974—7.375%
 If redeemed thereafter, but before January 31, 1975—7.125%
 If redeemed thereafter, but before January 31, 1976—6.875%
 If redeemed thereafter, but before January 31, 1977—6.625%
 If redeemed thereafter, but before January 31, 1978—6.375%
 If redeemed thereafter, but before January 31, 1979—6.125%
 If redeemed thereafter, but before January 31, 1980—5.875%
 If redeemed thereafter, but before January 31, 1981—5.625%
 If redeemed thereafter, but before January 31, 1982—5.375%
 If redeemed thereafter, but before January 31, 1983—5.125%
 If redeemed thereafter, but before January 31, 1984—4.875%

If redeemed thereafter, but before January 31, 1985—4.625%
 If redeemed thereafter, but before January 31, 1986—4.375%
 If redeemed thereafter, but before January 31, 1987—4.125%
 If redeemed thereafter, but before January 31, 1988—3.875%
 If redeemed thereafter, but before January 31, 1989—3.625%
 If redeemed thereafter, but before January 31, 1990—3.375%
 If redeemed thereafter, but before January 31, 1991—3.125%
 If redeemed thereafter, but before January 31, 1992—2.875%
 If redeemed thereafter, but before January 31, 1993—2.625%
 If redeemed thereafter, but before January 31, 1994—2.375%
 If redeemed thereafter, but before January 31, 1995—2.125%
 If redeemed thereafter, but before January 31, 1996—1.875%
 If redeemed thereafter, but before January 31, 1997—1.625%
 If redeemed thereafter, but before January 31, 1998—1.375%
 If redeemed thereafter, but before January 31, 1999—1.000%
 If redeemed thereafter, but before January 31, 2000—.625%
 If redeemed thereafter, but before January 31, 2001—.250%
 If redeemed thereafter, but before January 31, 2002—.000%

all on the conditions and in the manner provided in the Indenture; provided, however, that no bond shall be redeemable, in whole or in part, at any time prior to February 1, 1982, directly or indirectly as a part of, or in anticipation of, any refunding operations involving the incurring of any indebtedness by the Company at an interest cost of less than seven and five eighths per cent ($7\frac{5}{8}\%$) per annum and provided further that the bonds of Series M shall be subject to redemption in part from time to time through the operation of the sinking fund as provided in the Indenture at the principal amount thereof, without premium, together in any case with interest accrued thereon to the date of redemption, all on the conditions and in the manner provided in the Indenture.

On the conditions and in the manner provided in the Indenture, Series M bonds may become subject to redemption in whole or in part at any time by the use of moneys deposited with or paid to the Trustee (a) as the proceeds of property sold; or (b) as the proceeds of property taken under the

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power of eminent domain or as the proceeds of insurance policies deposited with or paid to the Trustee because of damage to or destruction of property or out of moneys deposited with or paid to the Trustee by the Company because of a failure on the part of the Company to meet certain requirements of the Indenture respecting the replacement of property. Series M bonds so redeemed shall be redeemed at their principal amount plus interest accrued to the date fixed for redemption plus the then applicable premium set forth in the preceding paragraph.

Notice of any of the aforesaid redemptions, except redemptions for the sinking fund, shall be published once a week for two successive weeks in one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan in the City and State of New York and one such newspaper published and of general circulation in the City of Chicago, Illinois, the first such publication in each newspaper to be not more than seventy (70) nor less than sixty (60) days prior to the date fixed for redemption. Notice of sinking fund redemptions shall be published once in each such newspaper not more than twenty (20) nor less than ten (10) days prior to the date fixed for redemption, all on the conditions and in the manner provided in the Indenture. If any of the bonds to be redeemed at the time of any redemption of bonds are fully registered bonds without coupons or are coupon bonds registered as to principal, notice of any such redemption shall be mailed to the registered owner of each such bond by registered mail, addressed to him at his registered address, not later than the last date on

which the first notice by publication (or in the case of redemptions for the sinking fund, the notice by publication) is required to be given, provided, however, that if the bonds to be redeemed include none except fully registered bonds without coupons and coupon bonds registered as to principal, published notice of such redemption need not be given. The Indenture provides, among other things, that notice of redemption having been duly given, this bond shall become due and payable upon the redemption date and, if the redemption price shall have been duly deposited with the Trustee, interest hereon shall cease to accrue from and after the date fixed for redemption and that whenever the redemption price hereof shall have been duly deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made as provided in the Indenture, this bond shall no longer be entitled to any lien or benefit of the Indenture.

In the event that all or any part of the bonds of this Series shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, the holders or registered owners of such bonds shall be entitled to be paid therefor an amount equal to the redemption price then applicable in the case of a redemption at the option of the Company.

In case an event of default, as defined in the Indenture, occurs the principal of this bond may become or may be declared due and payable prior

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to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture.

This bond is transferable by delivery unless registered as to principal in the owner's name upon books of the Company to be kept for that purpose at the office of the Trustee under the Indenture, such registration being noted hereon. After such registration no transfer of this bond shall be valid unless made on said books by the registered owner hereof in person, or by attorney duly authorized therefor, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons, which shall always be transferable by delivery and be payable to bearer, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this bond be registered as to principal and whether or not any such coupons be overdue.

The Company and the Trustee may treat the bearer of this bond or, if registered as to principal, the registered owner, as the absolute owner hereof for the purpose of receiving payment hereof or on account hereof and for all other purposes.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, property may be released from the lien thereof. The terms and provisions of the Indenture or of

any instrument supplemental thereto may be modified or altered upon the assent and authorization of the holders of at least eighty per cent (80%) in amount of the bonds then outstanding thereunder until all Series A through L bonds have been retired and thereafter upon the assent and authorization of at least sixty six and two thirds per cent (66-2/3%) of such holders, provided, however, that no such modification or alteration shall be made which will (a) affect the terms of payment of the principal of or decrease interest on the bonds outstanding thereunder or (b) authorize the creation of any lien prior or equal to the lien of the Indenture upon any of the mortgaged and pledged property, or (c) give to any bond or bonds secured thereby any preference over any other bond or bonds secured thereby, and provided further, that no modification of any right which shall have been specifically provided in respect to any particular series of bonds shall be effective unless assented to by the holders of at least eighty per cent (80%) in amount of the bonds of such particular series until all Series A through L bonds have been retired and thereafter upon the assent and authorization of at least sixty six and two thirds per cent (66-2/3%) of such holders.

No recourse shall be had for the payment of the principal of or the interest on this bond, or of any claim based hereon or in respect hereof or of the Indenture, against any incorporator, stockholder, officer or director of the Company or of any successor company, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof expressly waived and released and being also waived and released by the terms of the Indenture.

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This bond shall not be valid nor become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or by one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, and this bond to be dated as of February 1, 1972, No.

UNITED TELEPHONE COMPANY
OF THE NORTHWEST

By
President

ATTEST:

.....
Secretary

FORM OF INTEREST COUPON

No. \$
On the 1st day of, 19, upon surrender of this coupon, unless the bond hereinafter mentioned shall have been previously called for redemption and payment duly provided therefor, UNITED TELEPHONE COMPANY OF THE NORTHWEST will pay to bearer at the main office of Peoples National Bank of Washington, in Seattle, Washington
Dollars (\$) in lawful money of the United States of America, being six (6) months' interest then due on its First Mortgage Bond, Series M, dated as of February 1, 1972, No.

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UNITED TELEPHONE COMPANY
OF THE NORTHWEST

By
Treasurer

FORM OF TRUSTEE'S CERTIFICATE FOR BONDS OF SERIES M

This is one of the First Mortgage Bonds, Series M, referred to in the within mentioned Indenture.

PEOPLES NATIONAL BANK OF WASHINGTON
TRUSTEE

By
Trust Officer Authorized Officer

WHEREAS, the Company, subsequent to the execution and delivery of the Twelfth Supplemental Indenture, has acquired and now owns additional properties and desires, pursuant to the covenants and provisions of the Original Indenture, to confirm in the Trustees title to such properties with the same force and effect as though expressly included in the granting clauses of the Original Indenture; and

WHEREAS, all acts, proceedings and things necessary to authorize the execution and delivery of these presents and to make the additional Six Million Dollars (\$6,000,000) of First Mortgage Bonds, when executed by the Company and authenticated by the Trustee and issued as in this Thirteenth Supplemental Indenture provided, the valid and binding obligations of the Company, and to make this Thirteenth Supplemental Indenture, the Original Indenture, and the twelve prior

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Supplemental Indentures referred to above (said fourteen instruments at the date hereof constituting the "Indenture" as that term is defined in the Original Indenture, and being herein collectively so called), a valid mortgage to secure the payment of the principal of and interest on all bonds at any time issued and outstanding under the Indenture, equally and ratably in accordance with the terms of said bonds, have been done and performed.

NOW, THEREFORE, THIS THIRTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

That United Telephone Company of the Northwest, in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of the purchase and acceptance of said bonds by the owners thereof and of the sum of One Dollar lawful money of the United States of America to it duly paid by the Trustee, the receipt whereof is hereby acknowledged, in order to secure the payment both of the principal of and interest on all bonds that may at any time be issued and outstanding under the Indenture according to their tenor and effect and the performance and observance by the Company of all the covenants expressed and implied in the Indenture and in said bonds, without in any way limiting the grant of after-acquired property contained in the Original Indenture, has given, granted, bargained, sold, released, conveyed, alienated, assigned, confirmed, transferred, mortgaged, warranted, pledged and set over and does by these presents, give, grant, bargain, sell, release, convey, alien, assign, confirm, transfer, mortgage, warrant, pledge and set over unto Peoples National

Bank of Washington and Robert G. Perry, Trustees, and to their successors in the trusts hereby and in said Original Indenture, as heretofore amended, created, and to them and their assigns forever:

All and singular the premises, plants, properties, leases and leaseholds, franchises, permits, patents, rights and powers of every kind and description, real and personal, of the Company constructed or acquired since the delivery of the Twelfth Supplemental Indenture or not described in the Original Indenture, or the first twelve supplemental indentures, other than personal property of the nature of that excluded by the granting clauses of the Original Indenture, including but without limiting the generality of the foregoing, the following, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining:

I

The following described real property, together with all improvements thereon:

Situated in the County of Benton in the State of Washington:

Lots Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block One Hundred Five (105), First Subdivision of Prosser, according to plat thereof recorded in Volume 1 of Plats, page 11.

II

The following-described easements:

1. Easement granted by William I. Baker and Alice E. Peterson Baker dated June 30, 1965, recorded under Auditor's File No. 852262 on July 6,

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1965, in volume 836, page 513, records of Kitsap County, State of Washington, as to the real property described as follows:

The south six feet of Lot 2, Block 4, Lemolo Acres, according to plat thereof recorded in the office of the Kitsap County Auditor.

2. Easement granted by James R. Sisley and Carolyn M. Sisley dated November 5, 1963, recorded under Auditor's File No. 842128 on February 26, 1965, in volume 825, page 550, records of Kitsap County, State of Washington, as to the real property described as follows:

The West two feet of Lot 3, Block 3, Original Town of Keyport, according to plat thereof recorded in volume 4 of Plats on page 74, records of Kitsap County.

3. Easement granted by Ernest L. Anderson and Ruth V. Anderson dated February 8, 1965, recorded under Auditor's File No. 841623 on February 18, 1965, in volume 825, page 337, records of Kitsap County, State of Washington, as to the real property described as follows:

A strip six (6) feet wide across the northwest corner of Lot 1 in Lemolo Acres, Section 25, Township 26, Range 1 East, W.M.

4. Easement granted by John McNulty and Ella McNulty dated February 17, 1965, recorded under Auditor's File No. 842121 on February 26, 1965, in volume 825, page 548, records of Kitsap County, State of Washington, as to the real property described as follows:

The east three feet of that portion of Section 35, Township 26 North, range 1 East, W.M., described as follows:

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Beginning at a point 1250.59 feet north of the quarter corner between sections 35 and 36; thence north 215.41 feet to the meander line; thence north 81° west 74 feet; thence south 215.41 feet; thence south 81° east 74 feet to the point of beginning.

5. Easement granted by Leroy Meek and Jean Meek dated September 1, 1956, recorded under Auditor's File No. 651332 on November 30, 1956, in volume 642, page 515, records of Kitsap County, State of Washington, as to the real property described as follows:

The South 100 feet of the north half of Government Lot 3; all in Section 9, Township 26 North, range 2 East, W.M.; TOGETHER with second class tide lands adjoining.

6. Easement granted by Frank L. Fugit and Verna Elizabeth Fugit dated August 25, 1956, recorded under Auditor's File No. 651334 on November 30, 1956, in volume 642, page 519, records of Kitsap County, State of Washington, as to the real property described as follows:

All that portion of Government Lot 5 in the northwest quarter, and of the northwest quarter of the northeast quarter, section 9, township 26 north, range 2 east, W.M., lying westerly of the Millers Bay-Indianola Beach Highway, EXCEPT the north 160 feet of said Government Lot 5, TOGETHER with second class tide lands adjoining.

7. Easement granted by Sidney R. Price and Edna I. Price dated August 25, 1956, recorded under Auditor's File No. 651333 on November 30, 1956, in volume 642, page 517, records of Kitsap County, State of Washington, as to the real prop-

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erty described as follows:

The north half of the southwest quarter of the northwest quarter, EXCEPT the west 10 acres thereof, also EXCEPT road; also the north half of Government Lot 3; all in Section 9, Township 26 north, range 2 east, W.M.; TOGETHER with second class tide lands adjoining.

8. Easement granted by William A. Duncan and Maryanne M. Duncan, Angela M. Anderson, Manuel Ventoza and Laverne Ventoza, Benny George and Martha George, not dated, recorded under Auditor's File No. 971329 on March 25, 1970, on Reel 1 Frame 439, records of Kitsap County, State of Washington, as to the real property described as follows:

That certain 20 feet; the center line of which is situated at the location of existing electric transmission lines, placed by Puget Sound Power & Light Company, lying within that portion of the South 300 feet, as measured parallel to the meander line, of the East 300 feet of Government Lot 7, Section 31, Township 26 North, Range 2 East, W.M., and lying within that portion of the South 300 feet, as measured parallel to the meander line of the West one-half of Government Lot 2, Section 31, Township 26 North, Range 2 East, W.M.

9. Easement granted by Poulsbo Investment Company dated March 8, 1966, recorded under Auditor's File No. 873551 on April 5, 1966, in volume 859, page 444, records of Kitsap County, State of Washington, as to the real property described as follows:

The exterior 5 feet of the front and rear bound-

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ary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots within the plat of VIKING HEIGHTS, recorded in volume 12 of Plats, pages 16, 17, & 18, records of Kitsap County, Washington.

10. Easement granted by Alexander Myers Investors, Inc., Orville M. Fisk and Barbara A. Fisk, A. J. Ravetti and Bessie Ravetti dated November 12, 1965, recorded under Auditor's File No. 894877 on January 5, 1967, in volume 880, page 551, records of Kitsap County, State of Washington, as to the real property described as follows:

The exterior 5 feet of the front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots within the plat of CEDAR PARK, recorded in Volume 12, of Plats, page 19-20, records of Kitsap County, Washington.

11. Unrecorded easement granted by Ethel Armstrong dated January 6, 1962, as to the real property described as follows:

The south 530 feet of the north 620 feet of lot seven, section nine, township twenty-six north, range two east, W.M.

12. Unrecorded easement granted by Clayton F. Steward and Mary L. Steward dated November 24, 1969, as to the real property described as follows:

Lot 21, Block 4, Chief Seattle Park, Suquamish, and

Plats 15 and 16, Section 29, Township 26, Range 2 East, W.M., the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Agate Pass Acre Tracts (unrecorded).

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TO HAVE AND TO HOLD all said franchises and property, real, personal and mixed, conveyed, transferred, assigned, mortgaged or pledged by the Company as aforesaid or intended so to be unto the Trustees and to their successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, for the purposes, with the powers and subject to the agreements, covenants and conditions set forth and expressed in the Original Indenture as supplemented and modified by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, and the Twelfth Supplemental Indenture, it being agreed as follows, to wit:

ARTICLE ONE SERIES M BONDS

Section 1.01. There shall be and is hereby created a series of bonds entitled "First Mortgage Bonds, Series M" (hereinafter sometimes referred to as "Series M bonds" or "bonds of Series M") limited in principal amount to \$6,000,000. Series M bonds shall be coupon bonds of the denomination of \$1,000 each, registrable as to principal, and fully registered bonds without coupons of the denomination of \$500 and multiples thereof. The coupon bonds of Series M shall be dated February 1, 1972, and the registered bonds of Series M without cou-

pons shall be dated as provided in Section 2.04 of the Original Indenture. All Series M bonds shall mature February 1, 2002, and shall bear interest at the rate of seven and five eighths per cent ($7\frac{5}{8}\%$) per annum from their respective dates, such interest to be payable semiannually on the 1st day of February and the 1st day of August in each year. Both the principal of and interest on bonds of Series M shall be payable at the main office of Peoples National Bank of Washington, in Seattle, Washington, or at the main office of its successor as corporate trustee, in lawful money of the United States of America. The texts of the coupon and fully registered bonds of Series M, the Trustee's certificate with respect to Series M bonds and the coupons appertaining to Series M coupon bonds shall be respectively substantially of the tenor and purport hereinbefore set forth.

Section 1.02. At the option of the Company and upon notice given as provided in Article Seven of the Original Indenture, the bonds of Series M shall be redeemable, in whole or in part, at any time at the principal amount thereof, plus interest accrued thereon to the date fixed for redemption, plus a premium equal to the then applicable percentage of the principal amount thereof.

If redeemed before January 31, 1973—7.625%
If redeemed thereafter, but before January 31, 1974—7.375%
If redeemed thereafter, but before January 31, 1975—7.125%
If redeemed thereafter, but before January 31, 1976—6.875%
If redeemed thereafter, but before January 31, 1977—6.625%
If redeemed thereafter, but before January 31, 1978—6.375%
If redeemed thereafter, but before January 31, 1979—6.125%
If redeemed thereafter, but before January 31, 1980—5.875%
If redeemed thereafter, but before January 31, 1981—5.625%
If redeemed thereafter, but before January 31, 1982—5.375%
If redeemed thereafter, but before January 31, 1983—5.125%
If redeemed thereafter, but before January 31, 1984—4.875%
If redeemed thereafter, but before January 31, 1985—4.625%

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If redeemed thereafter, but before January 31, 1986—4.375%
 If redeemed thereafter, but before January 31, 1987—4.125%
 If redeemed thereafter, but before January 31, 1988—3.875%
 If redeemed thereafter, but before January 31, 1989—3.625%
 If redeemed thereafter, but before January 31, 1990—3.375%
 If redeemed thereafter, but before January 31, 1991—3.125%
 If redeemed thereafter, but before January 31, 1992—2.875%
 If redeemed thereafter, but before January 31, 1993—2.625%
 If redeemed thereafter, but before January 31, 1994—2.375%
 If redeemed thereafter, but before January 31, 1995—2.125%
 If redeemed thereafter, but before January 31, 1996—1.875%
 If redeemed thereafter, but before January 31, 1997—1.625%
 If redeemed thereafter, but before January 31, 1998—1.375%
 If redeemed thereafter, but before January 31, 1999—1.000%
 If redeemed thereafter, but before January 31, 2000—.625%
 If redeemed thereafter, but before January 31, 2001—.250%
 If redeemed thereafter, but before January 31, 2002—.000%

all on the conditions and in the manner provided in the Indenture; provided, however, that no bond shall be redeemable, in whole or in part, at any time prior to February 1, 1982, directly or indirectly as a part of, or in anticipation of, any refunding operations involving the incurring of any indebtedness by the Company at an interest cost of less than seven and five eighths per cent ($7\frac{5}{8}\%$) per annum and provided further that the bonds of Series M shall be subject to redemption in part from time to time through the operation of the sinking fund as provided in Section 1.03 at the principal amount thereof, without premium, together in any case with interest accrued thereon to the date of redemption.

Section 1.03. The Company covenants and agrees that so long as any Series M bonds are outstanding hereunder, it will, not less than thirty (30) days prior to February 1st of each of the years 1973 through 2001, both inclusive, deposit with the Trustee, as and for a sinking fund for Series M bonds, moneys sufficient (when increased by the payment

of accrued interest to such February 1st) to redeem on such February 1st, Series M bonds in aggregate principal amount equal to one per cent (1%) of the total aggregate principal amount of Series M bonds authenticated and delivered to and including such February 1st (exclusive of Series M bonds in exchange or substitution for which other bonds of Series M may have been authenticated and delivered under the provisions of Sections 2.09, 2.11, 2.12 and 7.06 of the Original Indenture and Section 1.07 hereof). On each such February 1st, the Trustee shall, insofar as it is possible for it so to do, exhaust the moneys in said sinking fund by applying the same to the redemption of Series M bonds.

The foregoing is subject to the provision, however, that in lieu of depositing all or part of such moneys the Company may deliver to the Trustee for cancellation, on or before the date required for such deposit, available bonds of Series M, such bonds to be credited against such sinking fund payment at the price (exclusive of accrued interest) paid by the Company for such bonds, which price (exclusive of accrued interest) shall in no event be greater than par.

In the event that any available bonds be delivered to the Trustee as aforesaid there shall also be filed with the Trustee a certificate signed and verified by the Treasurer or an Assistant Treasurer of the Company stating the amount or amounts paid by it for such bonds.

The redemption price for Series M bonds redeemed for the purposes of the sinking fund created by this section shall be the principal amount thereof, plus interest accrued thereon to the date fixed for such redemption, without any premium.

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No bonds of any other series shall be entitled to the benefits of the sinking fund created under this section.

Section 1.04. Series M bonds redeemed pursuant to the provisions of Article Twelve of the Original Indenture with money paid to or deposited with the Trustee pursuant to Section 8.11, 8.14, 9.02 and 11.04 of the Original Indenture as amended shall be redeemed at the then applicable redemption price specified in Section 1.02 hereof.

In the event that all or any part of the bonds of Series M shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, the holders or registered owners of such bonds shall be entitled to be paid therefore an amount equal to the then applicable redemption price specified in Section 1.02 hereof.

Section 1.05. If in case of redemption of less than all of the Series M bonds outstanding, all of the Series M bonds then outstanding are in fully registered form in the names of holders, the aggregate of moneys to be applied in redemption shall be apportioned by the Trustee pro rata as nearly as practicable in amounts of \$500 or any integral multiple thereof between each of such fully registered holders of bonds of such series in the proportion that the aggregate principal amount of registered bonds of such series then held by each such holder concerned bears to the aggregate principal amount of bonds of such series then outstanding; and the Trustee shall within ten (10) days after such appor-

tionment, notify the Company in writing of the numbers and principal amounts of bonds designated or selected by the Trustee for redemption, whether in whole or in part. If exact apportionment proves impracticable, then any portion of the moneys available for redemption, but not exactly apportionable in multiples of \$500, shall be retained by the Trustee and applied as a part of the next succeeding apportionment in redemption as herein provided.

Section 1.06. In the event of redemption or prepayment for sinking fund purposes of a portion of the principal amount of any fully registered Series M bond registered in the name of any initial purchaser or its nominee in whose name a bond or bonds of such series were first registered, the Trustee shall make payment to such registered bond holder without surrender to the Trustee of the bond on which partial redemption or prepayment only is being made if there shall be on file with the Trustee (and not theretofore rescinded by written notice from any such registered bond holder to the Trustee) an agreement between the Company and such purchaser to the effect that: (i) Payments will be made as aforesaid; (ii) such holder promptly will make notations on such bond, or on a paper attached thereto, of the portions thereof so redeemed or prepaid; (iii) such holder will not sell, assign, encumber, pledge or hypothecate such bond without first surrendering the same to the Trustee in exchange for a bond or bonds in a principal amount equal to the unpaid balance of the principal amount of the bond surrendered. In case any payment is made as provided in this subparagraph, the Trustee shall make an appropriate notation of such payment on its records, and such payment made by

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the Trustee shall be valid and effective to satisfy and discharge liability upon such bond to the extent of the sum so paid.

Section 1.07. Fully registered bonds of Series M, upon surrender thereof at the main office of the Trustee, may be exchanged for the aggregate unpaid principal balance of fully registered bonds of that series and/or for coupon bonds of that series coupon bonds so received in exchange to have coupons attached representing interest from the date to which interest shall have been paid on the surrendered bonds.

Within a reasonable time after the receipt of a request for such an exchange, the Company shall issue and the Trustee shall authenticate and deliver all bonds required in connection therewith, and the Trustee shall make such exchange upon payment to it of such charge, if any, as is required by the following paragraphs.

For any exchange of fully registered bonds for other fully registered bonds, and except as herein-after stated, for any exchange of fully registered bonds for coupon bonds, the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee. The original registered owners of the \$6,000,000 of Series M fully registered bonds, without coupons initially issued under Section 1.09 hereof shall, however, have the privilege of exchanging without charge for one or more coupon bonds or for one or more fully registered bonds or for a combination of the same any such fully registered bond so initially issued and any fully registered bond

which has become substituted for a portion of such a fully registered bond, or for several such fully registered bonds.

Section 1.08. Fully registered bonds of Series M shall be numbered "R-1" and consecutively upwards. Coupon bonds of Series M shall be numbered "M-1" and consecutively upwards.

Section 1.09. Upon the execution of this Thirteenth Supplemental Indenture the Company shall execute and deliver to the Trustee, and the Trustee (the Company having complied with the provisions of the Original Indenture with respect to the issuance of additional bonds) shall authenticate and deliver to, or upon the order of, the Company bonds of Series M in the form of fully registered bonds without coupons in the aggregate principal amount of Six Million Dollars (\$6,000,000).

ARTICLE TWO ADDITIONAL PROVISIONS

Section 2.01. So long as any Series M bonds are outstanding the Company will not apply any sum to the redemption, retirement or purchase of any shares of its capital stock of any class (other than preferred stock purchased to satisfy sinking fund requirements relating to such preferred stock) nor to the payment of any dividend or other disbursements on its common stock (exclusive of dividends payable in its common stock) if, after giving effect to such dividend, distribution, purchase or other acquisition, the sum of (a) the aggregate amount of all dividends and distributions paid on shares of capital stock of any class (other than dividends and distributions made in shares of capital stock) sub-

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sequent to January 1, 1971, plus (b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisition of any shares of capital stock of any class subsequent to the time when the first of such Series M bonds shall be authenticated by the Trustee, over such amounts as shall have been received as the net cash proceeds of sales of shares of capital stock of any class subsequent to the time when the first of such Series M bonds shall be authenticated by the Trustee would exceed the Company's net income since January 1, 1971 (treated as one accounting period), plus One Million Dollars (\$1,000,000).

Section 2.02. The Company covenants that it is lawfully seized and possessed of the property described in the granting clauses of this Thirteenth Supplemental Indenture and that it will warrant and defend the title to said property to the Trustees for the equal pro rata benefit of the holders of all bonds at any time outstanding under the Indenture against the claims and demands of all persons whomsoever.

Section 2.03. The property of the Company will at all times be maintained and preserved in good repair and efficiency in accordance with accepted standards and the requirements of the Washington Utilities and Transportation Commission and the Public Utility Commissioner of Oregon with respect to properties within the respective states. Upon the written request for the holder or holders of at least 25 per cent in principal amount of Series M bonds then outstanding during each three-year period beginning February 1, 1972, the Company will have its properties inspected by an engineer or firm of engineers who shall be appointed by the board of directors of the Company and satisfactory to the

Trustee. Such engineer or firm of engineers will, at Company expense, file with the Trustee a written report stating the extent to which the property of the Company has been maintained in compliance with this covenant. The Trustee will mail a copy of the report to each bondholder who has requested such inspection.

Section 2.04. All newspaper notices with respect to Series M bonds shall be published in a newspaper published and of general circulation in the City of Chicago, State of Illinois, as well as in one so published and of general circulation in the Borough of Manhattan, City and State of New York.

Section 2.05. For any default by the Company in the covenants, stipulations, promises and agreements herein contained or contained in the bonds of Series M the Trustees and the bondholders shall have the same rights and remedies, subject to the same limitations, as are provided in the Original Indenture.

Section 2.06. At such time as all Bonds of Series A through L issued pursuant to the Indenture have been retired, Section 17.04 of the Original Indenture shall be deemed amended to read as follows:

"Section 17.04. From time to time the holders of sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of bonds outstanding hereunder, by an instrument or instruments in writing signed by such holders and filed with the Trustee, shall have power (a) to assent to and authorize the release of any part of the mortgaged property without prejudice to the powers conferred upon the Trustees and/or the Company by Article

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Eleven hereof; and (b) to assent to and authorize any modification of any of the provisions of this Indenture that shall be proposed by the Company; and any action herein authorized to be taken with the assent or authority, given as aforesaid, of the holders of sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of bonds outstanding hereunder shall be binding upon the holders of all of the bonds at any time outstanding hereunder and upon the Trustees as though such action were specifically and expressly authorized by the terms of this Indenture, provided always (i) that the obligation of the Company to pay the principal of said bonds at their respective maturities as the same shall from time to time become due, shall continue unimpaired and the interest payable thereon shall not be decreased, (ii) that no modification hereof shall give to any bond or bonds hereby secured any preference over any other bond or bonds hereby secured, and that no modification of any right which shall have been specifically provided in respect of any particular series of bonds shall be effective unless assented to by the holders of sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of bonds outstanding hereunder of such particular series, (iii) that no such modification shall authorize the creation of any lien prior or equal to the lien of this Indenture upon any of the mortgaged property, and (iv) that no such modification shall in any manner affect any of the rights or obligations of the Trustess, or either of them, without their, its or his written assent thereon, and provided further, that, anything in this Section to the contrary notwithstanding, the holders of sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of bonds outstanding hereunder of any particular

series shall have power to waive any right specifically provided in respect of that series, and to assent to any modification of any such right which shall be proposed by the Company, subject, however, to the provisions of clauses (i), (ii), (iii) and (iv) of this Section. Any modification of the provisions of this Indenture so made as aforesaid shall be set forth in a supplemental indenture between the Trustees and the Company which shall, if deemed advisable by counsel, be recorded and/or filed in the same manner as this Indenture and the Trustees, and each of them, shall be fully protected in acting in accordance therewith."

The provision contained in this Section shall in no way affect the rights under Section 17.04 of the Original Indenture of the holders of the Series A through L Bonds issued pursuant to the Indenture.

Section 2.07. Except as herein specifically changed, the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture are hereby in all respects ratified and confirmed.

Section 2.08. This Thirteenth Supplemental Indenture shall be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused these presents to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereto affixed and attested by its Secretary or Assistant Secretary and to evidence their acceptance of the trusts hereby created; PEOPLES NATIONAL BANK OF WASHINGTON has caused these presents to be signed in its name and behalf by one of its Vice Presidents or Trust Officers and its corporate seal to be hereto affixed and attested by one of its Trust Officers, and Robert G. Perry has hereto set his hand and seal, all as of February 1, 1972, but this instrument has been actually executed and delivered the 1 day of MARCH.



UNITED TELEPHONE COMPANY
OF THE NORTHWEST
By [Signature]
President

Signed, sealed and acknowledged by United Telephone Company of the Northwest in the presence of:

PEOPLES NATIONAL BANK OF WASHINGTON
By [Signature]
Trust Officer

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By [Signature]
Vice President & Trust Officer

ATTEST:
[Signature]
Assistant Trust Officer

(Corporate Seal)

Signed, sealed and acknowledged by Peoples National Bank of Washington in the presence of:

[Signature]
[Signature]

[Signature]
ROBERT G. PERRY

Signed, sealed and acknowledged by Robert G. Perry in the presence of:

[Signature]
STATE OF WASHINGTON)

) ss,
County of King)

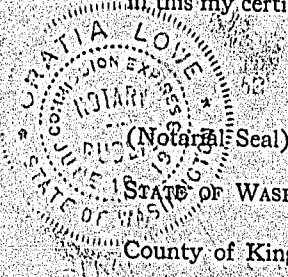
On this 1 day of MARCH, 1972, before me, the undersigned officer, appeared R.M. CROCKETT and JOHN HOFFELNE, to me personally known, who, being duly sworn, did acknowledge themselves to be President and Secretary, respectively, of United Telephone Company of the Northwest, a corporation, and that said instrument was signed and sealed by R.M. CROCKETT as such President on behalf of said corporation and as the free act and deed of said corporation by authority of its Board of Directors and that JOHN HOFFELNE as such Secretary affixed the corporate seal of said corporation thereto and attested the same.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this my certificate above written.



Gratia Lowe
Notary Public in and for the State
of Washington, residing at Seattle,
Washington.

STATE OF WASHINGTON)
County of King) ss.

On this 11 day of MARCH, 1972, before me, the undersigned officer, personally appeared E. R. MACKAY and D. L. HENWOOD to me known to be Trust Officers of Peoples National Bank of Washington, the national banking association which executed the within and foregoing instrument, and E. R. MACKAY and D. L. HENWOOD as Trust Officers acknowledged said instrument to be the free and voluntary act and deed of said association for the uses and purposes therein mentioned and, on oath, stated that they were authorized to execute said instrument and ELLEN E. MILNE as trust officer on oath stated that she was authorized to affix the seal of said association to said instrument and to attest the same and that the seal affixed to said instrument is the seal of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate above written.

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Gratia Lowe
Notary Public in and for the State
of Washington, residing at Seattle,
Washington.

(Notarial Seal)

STATE OF WASHINGTON)
County of King) ss.

On this 1 day of March, 1972, before me, the undersigned officer, personally appeared ROBERT G. PERRY, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he executed and signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate above written.

Gratia Lowe
Notary Public in and for the State
of Washington, residing at Seattle,
Washington.

(Notarial Seal)

STATE OF OREGON)
County of Klamath) ss.

Filed for record at request of:
JOHN S. MIDDLETON, ATTY AT LAW
on this 3rd day of MARCH A. D. 1972
at 11:22 o'clock A.M. and duly
recorded in Vol. M-72 of MORTGAGES
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WM. D. MILNE, County Clerk

By *Hayden Craig*
Fee \$30.00 Deputy

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