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After Recording Return to:  
✓ Robert J. Gloistein  
Orrick, Herrington & Sutcliffe  
Old Federal Reserve Bank Building  
400 Sansome Street  
San Francisco, CA. 94111

THIS INDENTURE IS A SECURITY AGREEMENT AND A  
MORTGAGE OF CHATTELS, AS WELL AS A MORTGAGE  
UPON REAL ESTATE AND OTHER PROPERTY

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CONTEL OF CALIFORNIA, INC.  
(Formerly Known as Continental Telephone Company of California  
and, before that, California Interstate Telephone Company)

TO

BANK OF AMERICA  
NATIONAL TRUST AND SAVINGS ASSOCIATION

AND

PEET SAARET  
AS TRUSTEES

---

TWENTY-FIFTH  
SUPPLEMENTAL INDENTURE

---

October 1, 1989

213774

This Indenture is  
A SECURITY AGREEMENT and A MORTGAGE OF CHATTELS, as well as  
A MORTGAGE UPON REAL ESTATE AND OTHER PROPERTY

This Twenty-Fifth Supplemental Indenture, dated as of the first day of October, 1989, made and entered into by and between CONTEL OF CALIFORNIA, INC., a corporation organized and existing under the laws of the State of California (formerly known as "CONTINENTAL TELEPHONE COMPANY OF CALIFORNIA" and, before that, "CALIFORNIA INTERSTATE TELEPHONE COMPANY") and hereinafter sometimes called the "Company"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, organized and existing under the laws of the United States of America, and having a principal corporate trust office in the City of Los Angeles, State of California, at 555 South Flower Street in said City and State (hereinafter sometimes called the "Corporate Trustee"), and PEET SAARET, a citizen of the United States of America, and residing at 3512 Desanie Circle, Pittsburg, California (hereinafter sometimes called the "Individual Trustee"), as Trustees (Bank of America National Trust and Savings Association, and Peet Saaret, wherever hereinafter jointly referred to, being called the "Trustees");

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustees an Indenture dated as of February 1, 1954 (the "Original Indenture"), and twenty-four supplemental indentures dated, respectively, as of February 1, 1957, August 1, 1958, August 1, 1959, July 1, 1963, May 1, 1964, August 1, 1965, November 1, 1966, November 1, 1967, December 1, 1968, September 1, 1969, July 1, 1970, July 1, 1971, November 1, 1971, January 1, 1973, January 15, 1975, September 1, 1976, March 1, 1977, June 1, 1980, March 1, 1981, October 1, 1981, August 1, 1982, November 1, 1982, July 1, 1985, and September 1, 1987 (the "twenty-four supplemental indentures") which Original Indenture and twenty-four supplemental indentures are jointly hereinafter called the "Indenture," to secure the payment of the principal of and interest on all bonds of the Company at any time outstanding thereunder, said Original Indenture and Twenty-Fourth Supplemental Indenture being recorded as set forth in Schedule A attached hereto; and

WHEREAS, L. Rasmussen, individual trustee under the Original Indenture died, Charles F. Felt was appointed successor Individual Trustee, and thereafter died, D. C. Easterday was appointed successor Individual Trustee and thereafter resigned, A. D'Antonio was appointed successor Individual Trustee and thereafter resigned, W.F. Chambers was

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appointed successor trustee and thereafter resigned, and pursuant to Section 8 of Article IX of the Original Indenture, Peet Saaret was appointed successor Individual Trustee under the Original Indenture by an appointment dated as of August 31, 1987, in which both the Company and the Corporate Trustee joined; and

WHEREAS, there have been issued and are now outstanding under the Original Indenture, as amended, First Mortgage Bonds, Series B (4-7/8%) due 1990, in the aggregate principal amount of \$10,000,000; First Mortgage Bonds, Series C (6-3/8%) due 1991, in the aggregate principal amount of \$10,000,000; First Mortgage Bonds, Series D (6-3/4%) due 1992, in the aggregate principal amount of \$7,000,000; First Mortgage Bonds, Series E (7-1/2%) due 1993, in the aggregate principal amount of \$10,000,000; First Mortgage Bonds, Series F (5-5/8%) due 1990, in the aggregate principal amount of \$5,287,800; serial First Mortgage Bonds, Series H (2%) due through 1995, in the aggregate principal amount of \$3,074,000; First Mortgage Bonds, Series I (8%) due 1996, in the aggregate principal amount of \$12,000,000; First Mortgage Bonds, Series J (7-5/8%) due 1997, in the aggregate principal amount of \$10,000,000; First Mortgage Bonds, Series L (9-1/4%) due 2001, in the aggregate principal amount of \$4,800,000; First Mortgage Bonds, Series M (2%) due through 1999, in the aggregate principal amount of \$1,215,887; First Mortgage Bonds, Series N (5%) due through 2004, in the aggregate principal amount of \$535,343; First Mortgage Bonds, Series O (5%) due through 2004, in the aggregate principal amount of \$310,013; First Mortgage Bonds, Series T (15-1/4%) due 1998, in the aggregate principal amount of \$9,000,000; First Mortgage Bonds, Series U (10.83%) due 1995, in the aggregate principal amount of \$15,000,000; and First Mortgage Bonds, Series V (9.45%) due 1997, in the aggregate principal amount of \$10,000,000; and the Company proposes presently to issue \$40,000,000 principal amount of bonds of the new series hereinafter mentioned; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture, and pursuant to a resolution duly adopted by its Board of Directors, has resolved and determined to create and issue a new series of First Mortgage Bonds, and to make, execute and deliver to the Trustees a Supplemental Indenture, in the form hereof, as a further supplement to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the

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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), lawful money of the United States of America, duly paid by the Trustees to the Company, and of other good and valuable considerations, receipt whereof is hereby acknowledged, to supplement and amend the Indenture, further to secure the due and punctual payment of the principal of and interest on all First Mortgage Bonds of the Company issued and outstanding from time to time under the Original Indenture as from time to time supplemented and amended (the "First Mortgage Bonds"), including specifically, but without limitation, the First Mortgage Bonds presently outstanding and the First Mortgage Bonds, Series W due 2014 to be issued, and to secure the performance and observance of each and every one of the covenants and conditions contained in the Indenture, as from time to time supplemented and amended, and without in any way limiting the generality or effect of the Indenture insofar as by any provision thereof any of the properties therein or hereinafter referred to are now subject or are now intended to be subject to the lien and security interest and operation thereof, but to such extent confirming such lien and security interest and operation, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated, granted a security interest in, set over and confirmed, and by these presents does grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, hypothecate, grant a security interest in, set over and confirm, unto Bank of America National Trust and Savings Association and Peet Saaret, as Trustees aforesaid, and to their successors in trust, and to them and their assigns forever, with power of sale, IN TRUST, subject to the exceptions, reservations, conditions, terms and provisions of the Original Indenture, as from time to time supplemented and amended, all rights, interests and property, real, personal and mixed, and the proceeds and products thereof (not specifically excepted), of every kind and nature whatsoever and wheresoever situated, now owned or possessed by the Company, or in which it may have any interest whatever, or which the Company or its successors may hereafter acquire, enjoy, own or possess, including, without limiting the generality of the foregoing:

1. Those certain parcels of real property in the County of Fresno, State of California, more particularly described as:

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PARCEL (a)

The North 50.0 feet of the South 80.0 feet of the West 30.0 feet of the East 226.0 feet of Lot 95, Oro Loma Tract, according to that certain map filed for record in the Fresno County Recorder's Office June 24, 1912, at Page 42 in Volume 1 of Miscellaneous Maps, and also being in the Northeast quarter of Section 16, Township 12 South, Range 12 East, Mount Diablo Base and Meridian.

PARCEL (b)

That portion of the North five acres of Lot 43 of KINGS RIVER THERMAL TRACT SUBDIVISION NO. 2, Fresno County, California, according to the map thereof recorded in Volume 8 of Plats at page 22, Fresno County Records, described as follows:

Beginning at the Most Northerly corner of said Lot 43; thence South 46° 36' West, continuing along said Northwesterly line of Lot 43, a distance of 150.00 feet; thence North 88° 42' East a distance of 201.33 feet; thence North 43° 24' West a distance of 135.10 feet to the True Point of Beginning.

PARCEL (c)

The Northeasterly 70 feet of Lots 17, 18, 19 and 20 in Block 119 of TOWN OF SANGER, according to map recorded in Book 2 page 64 of Plats, records of said County.

PARCEL (d)

Lots 8, 9, 10 and the northwesterly 1-1/2 feet of Lot 11, in Block 120 of the Town (now City) of SANGER, in the County of Fresno, State of California, according to the map thereof recorded October 14, 1888, in Book 2 Page 64 of Plats, in the office of the County Recorder of said County.

2. Those certain parcels of real property in the County of San Joaquin, State of California, more particularly described as:

PARCEL (a)

Lots seventeen (17) to twenty-one (21), inclusive, in Block eight (8) REVISED MAP OF THE TOWN OF NORTH MANTECA, according to the Official Map or Plat thereof filed for

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record December 5, 1911, in Vol. 5 of Maps, page 48, San Joaquin County Records.

PARCEL (b)

Lot ten (10) in block seven (7) of Sunnyside Addition to Town of Ripon, according to the Official Map thereof filed for record November 2, 1909 in Vol. 4 of maps and plats, page 46, San Joaquin County Records.

PARCEL (c)

Lots seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), and twenty-three (23) in block four (4) as shown upon map entitled revised map of the town of North Manteca, filed for record. December 5, 1911 in Vol. 5 of maps and plats, page 48, San Joaquin County records.

Together with 15 feet of abandoned Center Street lying south of and adjoining lots nineteen (19) through twenty-three (23), block four (4).

Also together with 20 foot abandoned alley lying south of lot eighteen (18) and north of lots nineteen (19) through twenty-three (23) on the south.

PARCEL (d)

Lots twenty-four (24) and twenty-five (25) in block four (4), as shown upon map entitled, revised map of the Town of North Manteca, filed for record December 5, 1911, in Vol. 5 of maps and plats, page 48, San Joaquin County Records.

Together with 15 feet of abandoned Center Street lying south of and adjoining lots nineteen (24) and twenty-five (25), block four (4).

Also together with the south one-half (S 1/2) of abandoned alley way adjoining lots twenty-four (24) and twenty-five (25) on the north lot line.

PARCEL (e)

A portion of the Southeast quarter (SE 1/4) of Section thirty-five (35), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian, San Joaquin County, California, described as follows:

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BEGINNING at a point located South 88 degrees 51'30" East 20.02 feet and North 0 degrees 37'30" West 415.00 feet from the South quarter (S 1/4) corner of said Section thirty-five (35), which said point of beginning is the Northwest corner of that certain Parcel shown on Volume 12 of Surveys, at Page 5, San Joaquin County Records, and proceeding thence from said point of beginning along a line parallel to and 20 feet Easterly of the Northsouth Quarter (NS 1/4) section line of said Section thirty-five (35), North 0 degrees 37' 30" West 1111.0 feet; thence North 89 degrees 22'30" East 682.86 feet; thence South 0 degrees 37'30" East 1517.08 feet to a point on the North line of State Highway 120; thence along the said North line of State Highway 120, which is a line parallel to and 30 feet Northerly of the South line of said Section thirty-five (35), North 88 degrees 51'30" West 42.85 feet to the Southeast corner of that certain Parcel shown on Volume 12 of Surveys at Page 5; thence along the East and North line of said Parcel North 0 degrees 37'30" West 39.00 feet; thence North 48 degrees 00'40" West 166.75 feet; thence North 79 degrees 56'10" West 129.68 feet; thence North 45 degrees 11'10" West 308.18 feet; thence North 87 degrees 35' West 173.89 feet to the Point of Beginning.

EXCEPT THEREFROM any portion thereof lying within the boundaries of that certain tract of land described in deed to Charles L. Conover et al, recorded March 24, 1950 in Book 1244, Page 415, San Joaquin County Records, being more particularly described as follows:

BEGINNING at a point on the South line of said Section thirty-five (35), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian, South 88 degrees 51'30" East 20.02 feet from the quarter section corner common to Section thirty-five (35), Township one (1) South two (2), Township two (2) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 88 degrees 51'30" East 640.33 feet along the South line of Section thirty-five (35), said South line being the centerline of State Highway No. 120; thence North 0 degrees 37'30" West 69 feet, more or less, to the center of a South San Joaquin Irrigation District Drainage Canal; thence in a Northwesterly direction along a meander line of the center of said drainage canal and its prolongation distance of 747 feet, more or less, to a point 20 feet East of the West line of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section thirty-five (35), which point bears North 0 degrees 37'30" West a distance of 415.11 feet from the point of beginning; thence South 0 degrees 37'30" East

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parallel to and at a uniform distance of 20 feet East at right angles from the said quarter section line, a distance of 415.11 feet to the Point of Beginning.

ALSO EXCEPT THEREFROM Parcels "A" and "B", as shown on Parcel Map recorded February 9, 1983 in Book 11 of Parcel Maps at Page 166, San Joaquin County Records.

PARCEL (f)

All that portion of the Northeast One-Quarter (1/4) of Section 30, Township 1 South, Range 7 East, Mount Diablo Base and Meridian and more particularly described as follows:

BEGINNING at the southeast corner of Parcel "D" as shown upon that certain Parcel Map filed for record April 29, 1977, in Book 4 of Parcel Maps, Page 97, San Joaquin County Records also being the TRUE POINT OF BEGINNING;

THENCE, North 89° 51'30" West, a distance of 117.00 feet;

THENCE, North 01° 51'30" West, a distance of 60.00 feet;

THENCE, South 89° 51'30" East, a distance of 117.00 feet;

THENCE, South 01° 51'30" East, a distance of 60.00 feet to the TRUE POINT OF BEGINNING and the end of this description.

PARCEL (g)

A portion of Lots thirty (30) and thirty-one (31), TRACT NO. 1972, CREEKSIDE, according to the Official Map or Plat thereof, filed for record October 16, 1986 in Vol. 28 of Maps and Plats, page 5, San Joaquin County Records, described as follows:

Parcel C, as shown on that certain Parcel Map filed for record November 13, 1987 in Book 15 of Parcel Maps, page 80, San Joaquin County Records.

3. Those certain parcels of real property in the County of San Bernardino, State of California, more particularly described as:

PARCEL (a)

Parcel 2, as shown on Record of Survey, recorded in Book 18, Page 3, Record of Surveys, San Bernardino County, California.

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PARCEL (b)

Lot 347 tract no. 5180 in the City of Hesperia, County of San Bernardino, State of California, per map recorded in Book 62 of maps, pages 1 through 5, inclusive, in the office of the recorder of said county.

PARCEL (c)

Lot 8, tract no 4840 as per map recorded in book 61 of maps, pages 57 to 59 inclusive, in the office of the recorder, County of San Bernardino, State of California.

PARCEL (d)

The north 60 feet of the south 240 feet of log 397, tract no. 4740 in the County of San Bernardino, State of California, as per map recorded in book 58 of maps, pages 77 through 79, inclusive, in the office of the County Recorder of said County.

PARCEL (e)

Parcel 2, of Parcel Map No. 1155 in the County of San Bernardino, State of California, per map recorded in Book 9 of Parcel Maps. Page 67, in the Office of the Recorder of said County.

PARCEL (f)

Easement over the North 100.00 feet of the East 100.00 feet of Parcel 1 of Parcel Map No. 9195, in the County of San Bernardino, State of California, per Map recorded in Book 98 of Parcel Maps, Pages 41 and 42, in the Office of the Recorder of said county, the South line of said North 100.00 feet being a line parallel with and distant 100.00 feet Southerly, measured at right angles, from the tangent portion of the North line of said Parcel 1 and its Easterly prolongation and the West line of said East 100.00 feet being a line parallel with and distant 100.00 feet Westerly, measured at right angles, from the tangent portion of the East line of said Parcel 1 and its Northerly prolongation.

PARCEL (g)

Lot 198, tract no. 5418, in the County of San Bernardino, State of California, as per map recorded in book 66 of maps, pages 44 to 48, inclusive, in the Office of the County Recorder of said County.

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Except therefrom an undivided one-half interest in and to all oil, gas, and minerals lying and being more than 500 feet below the respective present surface elevations of the property, provided, however, that such excepted ownership of such one-half interest in and to such oil, gas and minerals does not include and shall not be construed to include any right of entry upon any part of the surface of the herein described property for the purpose of exploration, storage, or other activity ancillary to the removal of such oil, gas or minerals, and except therefrom all water in and under said land and water rights appurtenant thereto, as reserved by title insurance and trust company, a corporation, in deed filed for record April 20, 1960 in book 5115 page 242, of official records.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, incomes, issues and profits thereof, excepting and excluding, however, any and all property, premises and rights of the kinds or classes which, by the terms of the Indenture, as from time to time supplemented and amended, and to the extent therein defined, are excepted and excluded from the lien and security interest and operation thereof, and are therein referred to as "Excepted Property," including (without limitation) money, documents, instruments, accounts, chattel paper, general intangibles and contract rights, and all proceeds or products thereof, except such as are or may be specifically subjected or required to be subjected to the lien and security interest of the Indenture.

TO HAVE AND TO HOLD in trust with power of sale for the equal and proportionate benefit and security of all holders of all First Mortgage Bonds and the interest coupons appertaining thereto, now or hereafter issued under the Original Indenture, as from time to time supplemented and amended, and for the enforcement and payment of First Mortgage Bonds and interest thereon when payable, and the performance of and compliance with the covenants and conditions of the Original Indenture, as from time to time supplemented and amended, without any preference, distinction or priority as to lien or security interest or otherwise of any First Mortgage Bonds over any others by reason of the difference in the time of the actual issue, sale or negotiation thereof, or for any other reason whatsoever, except as otherwise expressly provided in the Original Indenture, as from time to time supplemented and amended, so that each and every First Mortgage Bond shall have the same lien and security interest and so that the interest and principal of every First Mortgage

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Bond shall, subject to the terms thereof, be equally and proportionately secured by said lien and security interest, as if such First Mortgage Bond has been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Original Indenture.

The Trustees execute this Supplemental Indenture only on the condition that they shall have and enjoy with respect thereto all of the rights, powers, privileges and immunities set forth in the Original Indenture, as from time to time supplemented and amended by various supplemental indentures, including this Supplemental Indenture.

The Company has agreed and covenanted and does hereby agree and covenant with the Trustees and their successors and assigns and with the respective holders from time to time of the First Mortgage Bonds and interest coupons thereto appertaining, or any thereof, as follows:

#### ARTICLE I

##### DESCRIPTION OF BONDS OF SERIES W due 2014

Section 1. A new series of First Mortgage Bonds to be executed, authenticated and delivered under and secured by the Original Indenture, as from time to time supplemented and amended, shall be First Mortgage Bonds, Series W due 2014 (hereinafter sometimes referred to as "the Bonds of Series W" or "the New Bonds"). The New Bonds shall, subject to the provisions of Article I of the Original Indenture, as from time to time supplemented and amended, be designated as "First Mortgage Bonds, Series W due 2014" of the Company. The New Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, as from time to time supplemented and amended.

All of the New Bonds shall be registered bonds without coupons and shall be dated on the interest payment date next preceding the date of issuance, unless issued on an interest payment date or on a date prior to the first interest payment date after the date of this Supplemental Indenture, in which case such Bonds shall be dated on the date of issuance; provided, however, that, if at the time of authentication of any New Bond, interest is in default on outstanding bonds of such series, such Bond shall bear interest from, and shall be dated as of, the interest payment date for such series to which interest has previously been paid or made available for payment on outstanding bonds of such series; and provided, further, that as long as there is no existing default in the

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payment of interest on outstanding bonds of such series, any New Bond authenticated after the close of business on the record date (as hereinafter defined) for any interest payment date and prior to such interest payment date shall be dated on and shall bear interest from such interest payment date. All New Bonds shall mature October 1, 2014, and shall bear interest from the date thereof at the rate of nine and forty-one one-hundredths per cent (9.41%) per annum, payable semiannually on the first day of April and the first day of October in each year. The principal of, premium, if any, and interest on all New Bonds shall be payable at the principal corporate trust office of the Corporate Trustee in the City of Los Angeles, California. Notwithstanding the provisions of Section 8 of Article I of the Original Indenture, the Company shall not require the payment of any charge (other than any stamp tax or governmental charge) for exchange or transfer of the New Bonds.

Notwithstanding any provision of the Indenture or any New Bond to the contrary, the Company may enter into an agreement with the holder of any New Bond providing for the making to such holder of all payments of principal of, and interest on, such New Bond or any part thereof at a place and in a manner other than is provided in the Indenture (as amended by this Supplemental Indenture) and in the New Bonds without presentation or surrender of such New Bonds, upon such conditions as shall be satisfactory to the Corporate Trustee (the Corporate Trustee hereby acknowledging that the conditions set forth in paragraph 9A of the Bond Purchase Agreement between the Company and The Prudential Insurance Company of America with respect to the New Bonds are satisfactory to it). The Company will furnish to the Corporate Trustee a copy, certified to be correct by an officer of the Company, of such agreement. The Corporate Trustee shall not be liable to any such holder or to the Company or to any other holder for any act or omission to act on the part of the Company, any such holder or any agent of the Company, in connection with any such agreement. The Company will indemnify and hold the Corporate Trustee harmless against any liability which it may incur as a result of making such payments in accordance with the provisions of any such agreement.

The person in whose name any New Bond is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such New Bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date; provided however, that if the Company shall default in the payment of the interest due on

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any interest payment date on the principal represented by any New Bond, such defaulted interest shall be paid to the registered holder of such New Bond (or any New Bond or New Bonds issued upon transfer or exchange thereof) on the actual date of payment of such defaulted interest, or, at the election of the Company, to the person in whose name such New Bond (or any New Bond or New Bonds issued upon transfer or exchange thereof) is registered on a record date established by notice given by mail by or on behalf of the Company to the holders of New Bonds not less than 10 days preceding such subsequent record date. The term "record date" as used in this Section 1 shall mean, with respect to any semiannual interest payment date, the close of business on the 15th day next preceding such interest payment date or, if such day shall not be a business day, the next preceding business day, or in the case of defaulted interest, the close of business on any subsequent record date established as provided above.

Section 2. The New Bonds shall be issued in denominations of One Thousand Dollars (\$1,000) and any multiple of One Thousand Dollars (\$1,000) which may be executed by the Company and delivered to the Corporate Trustee for authentication and delivery.

Section 3. The New Bonds shall be substantially in the following form:

CONTEL OF CALIFORNIA, INC.  
FIRST MORTGAGE BOND, SERIES W due 2014  
(9.41%)

No. \_\_\_\_\_

\$ \_\_\_\_\_

CONTEL OF CALIFORNIA, INC., a corporation organized and existing under and by virtue of the laws of the State of California (formerly known as "Continental Telephone Company of California" and, before that, "California Interstate Telephone Company" and hereinafter called the "Company"), for value received, hereby promises to pay to \_\_\_\_\_, the registered holder hereof, or registered assigns, on the first day of October, 2014, unless this bond is sooner redeemed, at the principal corporate trust office of Bank of America National Trust and Savings Association in the City of Los Angeles, California, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in legal tender money of the United States of America, and to pay interest thereon in like money from the date hereof, at the rate of nine and forty-one one-hundredths per cent (9.41%) per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), semiannually on the first day of April and on the first day of October in each year, at the principal corporate trust office of Bank of

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America National Trust and Savings Association in the City of Los Angeles, California. Interest shall (subject to certain exceptions provided in the Twenty-Fifth Supplemental Indenture hereinafter referred to) be paid to the person in whose name this bond, or the bond in exchange or substitution for which this bond shall have been issued, shall have been registered at the close of business on the fifteenth day next preceding the interest payment date, or, if such fifteenth day shall not be a business day, the next preceding business day, such day being the "record date" as defined in the Twenty-Fifth Supplemental Indenture.

Pursuant to the terms of a Bond Purchase Agreement between the Company and The Prudential Insurance Company of America, dated as of October 1, 1989, the Company may be required to make certain payments of principal of, or interest on, this Bond directly to the registered holder of this Bond by wire transfer of funds without presentment of this Bond to the Company or to the Trustee.

This bond is one of an authorized issue of Bonds of the Company issuable in series, and is one of the Bonds of the series named in the caption hereof (the Bonds of said series being hereinafter called "Bonds of Series W"), all Bonds of all series issued and to be issued under, and equally and ratably secured (except insofar as any Sinking Fund or analogous fund may afford additional security for the Bonds of any particular series) by an Indenture dated as of February 1, 1954 (herein called the "Original Indenture"), duly executed, acknowledged and delivered by the Company to the Bank of America National Trust and Savings Association (herein called the "Corporate Trustee") and L. Rasmussen, as trustees (said Corporate Trustee and Peet Saaret, heretofore substituted in place of L. Rasmussen as the individual trustee under the Original Indenture, and their successors in said trust, being herein called the "Trustees"), and indentures supplemental thereto, including the Twenty-Fifth Supplemental Indenture hereinafter mentioned, which Original Indenture and all indentures supplemental thereto are collectively hereinafter called the "Indenture." Reference is hereby made to the Indenture for a description of the properties, rights and franchises thereby mortgaged, pledged, and in which a security interest was granted, the nature and extent of the security thereby granted and the rights of the holders of said Bonds and of the Trustees in respect of such security, and the terms and conditions upon which said Bonds are, and are to be, issued and secured. As provided in the Indenture, said Bonds may be issued in series, for various principal sums, may bear different dates and mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. The Bonds of Series W are

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described in a Supplemental Indenture dated as of October 1, 1989 (herein called the "Twenty-Fifth Supplemental Indenture"), executed, acknowledged and delivered by the Company to the Corporate Trustee and said Peet Saaret, as Trustees.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions thereof may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least sixty-six and two-thirds per cent (66-2/3%) in principal amount of the bonds then outstanding under the Indenture; provided that no such modification or alteration (a) shall give to any bond or bonds secured by the Indenture preference over any other bond or bonds thereby secured, (b) shall authorize the creation by the Company of any lien or security interest prior or equal to the lien and security interest of the Indenture upon any of the trust property at the time of such modification subject thereto, (c) shall authorize or permit the extension of the time or times of payment of the principal of or the interest or premium, if any, on the bonds, or any reduction in the principal amount thereof, or in the rate of interest, or in the amount of premium, if any, thereon, or any other modification in the terms of the payment of the principal thereof or the interest or premium thereon, (d) shall authorize the extension of any waiver of default to a subsequent default or the impairment of any rights consequent thereto, (e) shall reduce the percentage of bonds required by the provisions of Article XI of the Original Indenture for the taking of any action thereunder (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 sixty-six and two-thirds per cent (66-2/3%) in principal amount of the bonds of each series so affected), or (f) shall without the consent of the Trustees, modify or alter the rights, duties or immunities of the Trustees.

The Bonds of Series W may not be redeemed prior to October 1, 1999 for any reason, including, without limitation, by operation of the Property Sinking Fund or the Depreciation Fund. Thereafter, through and including September 30, 2007, the Bonds of Series W are subject to redemption, in whole at any time or from time to time in part (in multiples of \$1,000,000), at the option of the Company, at one hundred per cent (100%) of the principal amount so redeemed plus interest thereon to the redemption date and the Yield-Maintenance Premium (as defined in and calculated in accordance with Article III of the Twenty-Fifth Supplemental Indenture), if

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any, with respect to the principal amount of Bonds of Series W redeemed. On October 1, 2007, and on any subsequent interest payment date, the Bonds of Series W are subject to redemption, in whole or from time to time in part (in multiples of \$1,000.00), at the option of the Company, at one hundred percent (100%) of the principal amount so redeemed plus interest thereon to the redemption date and the applicable premium (expressed as a percentage of such principal amount) specified in the following table:

If redeemed during the 12-month period ending  
September 30,

<u>Year</u>	<u>Premium</u>
2008	2.35%
2009	1.96%
2010	1.57%
2011	1.18%
2012	0.78%
2013	0.39%

As provided in the Indenture, the Bonds of Series W are entitled to the benefits of a Sinking Fund and are subject to redemption by operation of such Sinking Fund at a redemption price equal to the principal amount of the Bonds of Series W to be redeemed, plus accrued interest to the date of redemption, but without premium of any kind. The Company has covenanted to pay the Corporate Trustee cash in the amount of \$2,500,000 on October 1 in each of the years 2000 through 2013, inclusive, to constitute the Sinking Fund.

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 principal corporate trust office of Bank of America National Trust and Savings Association in the City of Los Angeles, 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. The Company shall not require the payment of any charge (other than any stamp tax or governmental charge) for any exchange or transfer of this bond.

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The Company, the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner and holder hereof (whether or not this bond shall be overdue) for the purpose of receiving payment thereof and on account hereof and for all other purposes, and neither the Company nor the Trustees nor any paying agent shall be affected by any notice to the contrary.

The Bonds are interchangeable as to denominations in the manner and upon the conditions prescribed in the Indenture.

No recourse shall be had for the payment of the principal or of the interest on this bond or for any claim based hereon or on the Indenture against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being waived and released by every holder hereof by the acceptance of this bond and as part of the consideration for the issue thereof, and being likewise waived and released by the terms of 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 Bank of America National Trust and Savings Association, one of the Trustees, or its successor in said trust, endorsed hereon.

IN WITNESS WHEREOF, Contel of California, Inc. has caused this bond to be executed in its name by its President, or a Vice President, manually or by facsimile and its corporate seal or a facsimile thereof to be hereunto affixed and attested by its Secretary, or an Assistant Secretary, manually or by facsimile.

Dated: \_\_\_\_\_

CONTEL OF CALIFORNIA, INC.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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(FORM OF TRUSTEE'S CERTIFICATE)

It is hereby certified that the within bond is one of the bonds, of the series designated herein, described in the Indenture herein mentioned.

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, TRUSTEE

By \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT OF REGISTERED BOND)

For value received, \_\_\_\_\_ hereby assigns and transfers 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:

\_\_\_\_\_

In the Presence of:

\_\_\_\_\_

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ARTICLE II  
AUTHORIZED PRINCIPAL AMOUNT

The aggregate principal amount of New Bonds which may be executed by the Company and authenticated and delivered by the Corporate Trustee, secured by the Indenture, as from time to time in effect, shall be \$40,000,000. No New Bonds in addition to said \$40,000,000 principal amount shall be executed by the Company and authenticated and delivered by the Corporate Trustee except in lieu of other New Bonds in accordance with the provisions of the Indenture.

ARTICLE III  
REDEMPTION OF BONDS

Section 1 Except as provided in Sections 2, 3, and 4 of this Article III, the New Bonds may not be redeemed prior to maturity for any reason including, without limitation, by operation of the Property Sinking Fund or the Depreciation Fund.

Section 2. On October 1, 1999 and through September 30, 2007, the New Bonds are subject to redemption, in whole at any time or from time to time in part (in multiples of \$1,000,000), at the option of the Company, at one hundred per cent (100%) of the principal amount so redeemed plus interest thereon to the redemption date and the Yield-Maintenance Premium, if any, with respect to the principal amount of the New Bonds redeemed. For the purpose of this Section 2, the following terms shall have the meanings specified with respect thereto below:

(a) "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are required or authorized to be closed.

(b) "Called Principal" shall mean, with respect to any New Bond, the principal of such New Bond that is to be redeemed pursuant to this Section 2.

(c) "Discounted Value" shall mean, with respect to the Called Principal of any New Bond, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on a semiannual basis) equal to the Reinvestment Yield with respect to such Called Principal.

(d) "Reinvestment Yield" shall mean, with respect to the Called Principal of any New Bond, the yield to maturity

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implied by (i) the yields reported, as of 10:00 A.M. (New York City time) on the Business Day next preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page 678: on the Telerate Service (or such other display as may replace Page 678 on the Telerate Service) for actively traded U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or if such yields shall not be reported as of such time or the yields reported as of such time shall not be ascertainable, (ii) the Treasury Constant Maturity Series yields reported, for the latest day for which such yields shall have been so reported as of the Business Day next preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. securities having constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. Such implied yield shall be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between reported yields.

(e) "Remaining Average Life" shall mean, with respect to the Called Principal of any New Bond, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) each Remaining Scheduled Payment of such Called Principal (but not of interest thereon) by (b) the number of years (calculated to the nearest one-twelfth year) which will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

(f) "Remaining Scheduled Payments" shall mean, with respect to the Called Principal of any New Bond, all payments of such Called Principal and interest thereon that would be due on or after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date.

(g) "Settlement Date" shall mean, with respect to the Called principal of any New Bond, the date on which such Called Principal is to be redeemed pursuant to this Section 2.

(h) "Yield-Maintenance Premium" shall mean, with respect to any New Bond, a premium equal to the excess, if any, of the Discounted Value of the Called Principal of such New Bond over the sum of (i) such Called Principal plus (ii) interest accrued thereon as of (including interest due on) the Settlement Date with respect to such Called

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Principal. The Yield-Maintenance Premium shall in no event be less than zero.

On or before the redemption date with respect to any redemption of the New Bonds pursuant to this Section 2, the Company shall deliver to the Corporate Trustee a certificate of an officer of the Company setting forth in reasonable detail the calculation of the Yield-Maintenance Premium applicable to such redemption.

Section 3. On October 1, 2007, and on any subsequent interest payment date, the New Bonds are subject to redemption, in whole or from time to time in part (in multiples of \$1,000.00), at the option of the Company, at one hundred percent (100%) of the principal amount so redeemed plus interest thereon to the redemption date and the applicable premium (expressed as a percentage of such principal amount) specified in the following table:

If redeemed during the 12-month period ending September 30,

<u>Year</u>	<u>Premium</u>
2008	2.35%
2009	1.96%
2010	1.57%
2011	1.18%
2012	0.78%
2013	0.39%

Section 4. The Company covenants and agrees that, until the redemption or payment of all of the Bonds of Series W at any time outstanding hereunder, it will establish and maintain a Sinking Fund for the Bonds of Series W (herein called "Sinking Fund") to be computed in the manner and to be used for the purposes hereinafter in this Section 4 provided. Sinking Fund provisions applicable to any series of bonds, other than Series W, shall be fixed and determined by the resolution of the Board of Directors of the Company pertaining to any such series of bonds.

The Company covenants that, on the first day of October, 2000, and on the first day of each succeeding October, to and including October 1, 2013, (each of said dates being hereinafter referred to as the "sinking fund payment date"), it will pay to the Corporate Trustee cash in the amount of \$2,500,000. All sums so paid to the Corporate Trustee pursuant to the provisions of this Section 4 shall constitute a Sinking Fund for the further security for the Bonds of Series W issued hereunder and then outstanding and shall be held and disbursed by the Corporate Trustee as hereinafter provided in this Section 4.

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Cash paid to the Corporate Trustee under the provisions of this Section 4 shall be applied by the Corporate Trustee to redeem on each sinking fund payment date, in the manner provided in Article IV and Article V of the Original Indenture, such number of Bonds of Series W as will, as nearly as may be, exhaust the money so held in the Sinking Fund. Notwithstanding any other provisions of the Indenture, the redemption price of any of the Bonds of Series W redeemed pursuant to the provisions of this Section 4 shall be the principal amount of such bonds, together with accrued interest thereon, but without premium of any kind. The Company agrees to deposit with the Corporate Trustee such sums as may be necessary to pay the accrued interest on any Bonds of Series W redeemed pursuant to this Section 4.

ARTICLE IV  
PROPERTY SINKING FUND

The Company covenants that, until the redemption or payment of all of the New Bonds at any time outstanding hereunder, it will maintain a Property Sinking Fund which shall be computed in the manner and used for the purposes set forth in Section 19 of Article I of the Original Indenture, as from time to time in effect, and the New Bonds shall be entitled to the benefits thereof.

ARTICLE V  
AMENDMENT TO THE INDENTURE

Section 1. Subject to Section 2 of this Article V, Section 28 of Article II of the Original Indenture, Section 3 of Article VI of the Twenty-Second Supplemental Indenture, dated as of November 1, 1982, Section 3 of Article V of the Twenty-Third Supplemental Indenture, dated as of July 1, 1985, and Section 3 of Article V of the Twenty-Fourth Supplemental Indenture, dated as of September 1, 1987 (said three supplements, hereinafter called the "Supplements") are each amended to replace the words "sixty per cent (60%)" with the words "sixty-five per cent (65%)".

Section 2. The amendments contained in Section 1 of this Article V shall become effective on the earliest date on which no bonds issued prior to the issuance of Bonds of Series W shall be outstanding; or each of such amendments shall become effective on the earliest date on which each of such amendments has received the written assent of the holders of the amount of bonds required for such amendment in accordance with Article XI of the Original Indenture, as heretofore supplemented and amended, and the provisions of the Supplements (the holders of Bonds of Series W and the holders of all bonds which are issued under and subject to the

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provisions of the Original Indenture, as heretofore and hereafter amended or modified, subsequent to the issuance of the Bonds of Series W being deemed by their acceptance and holding of such respective bonds to have given such assent upon issuance thereof).

ARTICLE VI  
MISCELLANEOUS PROVISIONS

Except insofar as herein otherwise expressly provided, all the definitions, provisions, terms and conditions of the Original Indenture as heretofore supplemented and amended shall be deemed to be incorporated in and made a part of this Supplemental Indenture; and the Original Indenture as supplemented by the twenty-four supplemental indentures and by this Supplemental Indenture is in all respects ratified and confirmed; and the Original Indenture together with the twenty-four supplemental indentures and this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

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

This Supplemental Indenture may be executed simultaneously or from time to time in any number of counterparts, and each counterpart shall constitute an original instrument, and it shall not be necessary in making proof of this Supplemental Indenture or of any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, said Contel of California, Inc. has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed, and the said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; said Bank of America National Trust and Savings Association, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Assistant Vice Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by one of its Assistant Secretaries; and said Peet Saaret, in evidence of his acceptance of the trust hereby

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created, has executed this Supplemental Indenture; all as of the day and year first hereinabove written.

CONTEL OF CALIFORNIA, INC.

By Stephen Kiouzes  
Vice President  
Stephen Kiouzes

SEAL

ATTEST:

James A. Devesty  
Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By Nancy J. Mancuso  
Assistant Vice President  
NANCY J. MANCUSO

ATTEST:

W. Young  
Assistant Secretary

By Peet Saaret  
Peet Saaret

SEAL

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)  
) ss.  
)

On this 16<sup>th</sup> day of October, 1989, before me, a Notary Public in and for the State of California, personally appeared Stephan J. Kioulos, known to me to be a Vice President and Janet A. Peresky, known to me to be the Secretary of Contel of California, Inc., one of the corporations that executed the within instrument, and personally known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same; and, upon oath, they did depose and say that they are the officers of said corporation as above respectively designated, that they are acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation, that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

Anne M. Maxfield  
Notary Public in and for the  
State of California

My commission expires: 8-9-92

(Notarial Seal)



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STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~

San Francisco

)  
) ss.  
)

On this 23rd day of October, 1989, before me, a Notary Public in and for the State of California, personally appeared Stanley J. Mancuso, known to me to be an Assistant Vice President and V. L. Young, known to me to be an Assistant Secretary of Bank of America National Trust and Savings Association, one of the corporations that executed the within instrument, and personally known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same; and, upon oath, they did depose and say that they are the officers of said corporation as above respectively designated, that they are acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation, that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

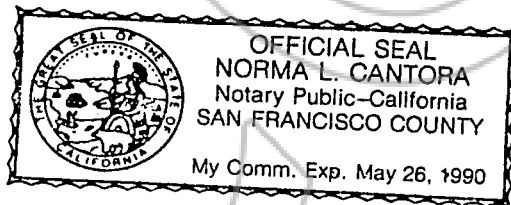
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

Norma L. Cantora

Notary Public in and for the State of California

My commission expires: May 26, 1990

(Notarial Seal)



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STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

)  
) ss.  
)

On this 23rd day of October, 1989, before me, a Notary Public in and for the State of California, personally appeared Peet Saaret, personally known to me to be the person whose name is subscribed to the within instrument, and the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

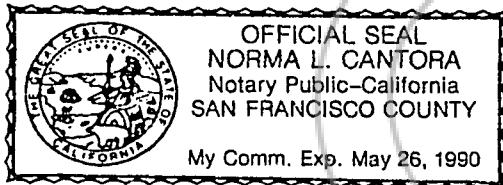
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

Norma L. Cantora

Notary Public in and for the  
State of California

My commission expires: May 26, 1990

(Notarial Seal)



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SCHEDULE A

Incorporated in and made a part of the Twenty-Fifth Supplemental Indenture dated as of October 1, 1989, from Contel of California, Inc. to Bank of America National Trust and Savings Association and Peet Saaret, as Trustees.

Recordation Data for Original Indenture and Twenty-Fourth Supplemental Indenture:

Original Indenture

<u>County</u>	<u>State</u>	<u>Book</u>	<u>Page</u>	<u>Records</u>
Inyo	California	109	65	Official Records
Kern	California	2206	294	Official Records
Los Angeles	California	D2447	1	Official Records
Madera	California	901	1	Official Records
Mono	California	31	329	Official Records
San Bernardino	California	3352	233	Official Records
Tulare	California	2501	177	Official Records
Douglas	Nevada	5	290	Trust Deeds
Lyon	Nevada	"V"	587	Mortgages
Mineral	Nevada	9	163	Real Mortgages
Ormsby	Nevada	65	1	Mortgages
Alpine	California	"G"	128	Official Records
Washoe	Nevada	84	531	Mortgages
Santa Barbara	California	2286	1340	Official Records
San Luis Obispo	California	1535	350	Official Records
Ventura	California	3566	181	Official Records
Santa Clara	California	8679	406	Official Records
Sutter	California	743	81	Official Records
Yolo	California	922	9	Official Records
San Joaquin	California	3337	9	Official Records
Fresno	California	5728	706	Official Records
Merced	California	1809	323	Official Records
Kings	California	976	480	Official Records
Imperial	California	1315	379	Official Records
Mendocino	California	861	83	Official Records
Trinity	California	149	651	Official Records
Humboldt	California	1102	519	Official Records
		Instrument #		
Riverside	California	1971	109883	Official Records
Amador	California	215	422	Official Records
Calaveras	California	326	27	Official Records
Stanislaus	California	2423	547	Official Records
Yuma	Arizona	Docket 688	300	Official Records
Mohave	Arizona	107	295	Official Records
Monterey	California	1132	223	Official Records
Placer	California	1822	579	Official Records
Sonoma	California	3210	542	Official Records
		Instrument #		
Nevada	California		80-18179	Official Records

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Twenty-Fourth Supplemental Indenture:

<u>County</u>	<u>State</u>	<u>Instrument #</u>	<u>Book</u>	<u>Page</u>	<u>Records</u>
Mohave	Arizona	87-37710	1355	214-243	Official Records
Yuma	Arizona	17691	1554	430-459	Official Records
Alpine	California	767/768	58	519-548	Official Records
Amador	California	6799	524	24	Official Records
Calaveras	California	12089	828	153	Official Records
Fresno	California	87111586	--	--	Official Records
Humboldt	California	20012	1848	1261	Official Records
Imperial	California	87-14788	1588	592	Official Records
Inyo	California	87-4177	87-	--	Official Records
			4177		
Kern	California	30936	6046	217	Official Records
Kings	California	013989	1424	443	Official Records
Los Angeles	California	87-1448635	--	--	Official Records
Madera	California	17212	1996	29	Official Records
Mendocino	California	16973	1648	123	Official Records
Merced	California	23528	2631	131	Official Records
Mono	California	1506	487	252-281	Official Records
Monterey	California	55748	2143	913	Official Records
Placer	California	51859	3263	305	Official Records
Riverside	California	264307	--	--	Official Records
San Bernardino	California	87-319646	--	--	Official Records
San Joaquin	California	87084241	--	--	Official Records
San Luis Obispo	California	67293	3047	970	Official Records
Santa Barbara	California	1987-068639	--	--	Official Records
Santa Clara	California	9431892	K294	421	Official Records
Sonoma	California	87-84069	87	84069	Official Records
Stanislaus	California	114268	--	--	Official Records
Sutter	California	14562	1230	233	Official Records
Trinity	California	3947	270	317	Official Records
Tulare	California	51279	4612	654	Official Records
Ventura	California	87-148081	--	--	Official Records
Yolo	California	21990	1888	653	Official Records
Carson City	Nevada	0062386	--	--	Official Records
Douglas	Nevada	161641	987	659	Official Records
Lyon	Nevada	0110124	--	--	Official Records
Mineral	Nevada	81706	116	794-823	Official Records
Washoe	Nevada	1191268	--	--	Official Records
Nevada	California	87-26000	--	--	Official Records

REQUESTED BY  
*Orrick, Herrington et al*  
 IN OFFICIAL RECORDS OF  
 DOUGLAS COUNTY, NEVADA

\*89 OCT 30 P1:03

SUZANNE BELLOREAU  
 RECORDER

**213774**

\$33<sup>00</sup> PAID *K12* DEPUTY

BOOK **1089** PAGE **3461**