

CERTIFIED A TRUE COPY OF THE
Supplemental Trust Deed OF WHICH A CERTIFIED
COPY WAS FILED AND REGISTERED
ON THE 28 DAY OF August,
1982

AUG 30 09 31 FOR REGISTRAR OF COMPANIES
FOR THE PROVINCE OF BRITISH COLUMBIA

THIS FIFTY-FIFTH SUPPLEMENTAL TRUST DEED made as of
the 25th day of August, 1982.

BETWEEN:

BRITISH COLUMBIA TELEPHONE COMPANY,
a company duly incorporated by a
Special Act of the Parliament of
Canada, and having its head office
at 3777 Kingsway, in the District
of Burnaby, Province of British
Columbia,

(hereinafter called the "Company")

OF THE FIRST PART

AND:

MONTREAL TRUST COMPANY, a company
duly incorporated under the laws
of the Province of Quebec and
having its head office in the City
of Montreal, in the Province of
Quebec, and an office at 466 Howe
Street, in the City of Vancouver,
Province of British Columbia,

(hereinafter called the "Trustee")

OF THE SECOND PART

THIS INDENTURE is supplemental to a certain deed
of trust and mortgage dated as of the 1st day of March, 1946
made between the parties hereto (hereinafter called the
"Principal Trust Deed"), registered in the land title offices
as more particularly set out in Schedule 2 hereto and being
deed of trust and mortgage for the securing of an issue of
First Mortgage Bonds then issued and subsequently issued
thereunder by the Company;

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
S.A.P. Birchfield, Registrar
New Westminster Land Title Office

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BY 173843

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AND WHEREAS by the Principal Trust Deed and subsequent Supplemental Trust Deeds (hereinafter collectively called the "Trust Deed") the Company mortgaged, pledged and charged unto the Trustee certain real and immoveable property described therein and in the Schedules to the Principal Trust Deed and such Supplemental Trust Deeds;

AND WHEREAS since the date of the Principal Trust Deed and said Supplemental Trust Deeds the Company has acquired several interests in real or immoveable property as set out in the Schedule hereto which the Company has agreed to mortgage and charge as further security;

AND WHEREAS the Company has determined by this Supplemental Trust Deed to convey, transfer and assign to the Trustee and to subject to the fixed and specific first mortgage, pledge and charge contained in the Principal Trust Deed with the same force and effect as though included in the specifically mortgaged premises at the time of the making of the Principal Trust Deed all such interests in real or immoveable property so acquired by the Company and of the nature or character of the property included in the specifically mortgaged premises as defined in the Principal Trust Deed;

NOW THEREFORE THIS INDENTURE WITNESSETH that in

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consideration of the premises and of the acceptance by the Trustee of the trust created by the Principal Trust Deed and of the sum of One Dollar (\$1.00) to it in hand paid by the Trustee (the receipt whereof is hereby acknowledged) and to secure the due payment of principal and interest and premium (if any) of all Bonds from time to time issued and certified under the Principal Trust Deed according to their tenor and effect and the terms of the Principal Trust Deed and the performance of the covenants and obligations of the Company contained in the Principal Trust Deed, the Company does hereby grant, convey, assign, cede, transfer, mortgage, pledge and charge as and by way of a fixed and specific first charge to and in favour of the Trustee and its successors in said trust, as trustee for the benefit of the holders of the Bonds secured under the Principal Trust Deed for and with the payment of the aggregate principal amount of all Bonds of whatever series, now or hereafter authorized to be issued under the Principal Trust Deed, and for and with the payment of interest on the Bonds of whatever series now or hereafter authorized to be issued under the Principal Trust Deed at the rates respectively specified in such Bonds, and the premium (if any) on all Bonds issued under the Principal Trust Deed, and for and with the payment of all other sums from time to time due under the Principal Trust Deed to the bondholders or the Trustee, its successors or