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## Twenty-Seventh Supplemental Indenture

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GENERAL TELEPHONE COMPANY  
OF THE NORTHWEST, INC.  
Everett, Washington

TO

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION  
A National Banking Association

AND

ML J. BARRETT

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Dated as of July 1, 1978

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THIS TWENTY-SEVENTH SUPPLEMENTAL INDENTURE, made as of the 1st day of July, 1978, by and between GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. (formerly named West Coast Telephone Company), a corporation duly created, organized and existing under and by virtue of the laws of the State of Washington, and having its principal place of business at Everett, Washington (hereinafter sometimes called the "Company"), the party of the first part, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association duly organized under an Act known as the "National Bank Act" of the United States of America and having its principal place of business at San Francisco, California (hereinafter referred to as the "Corporate Trustee"), and M. BARRETT, of San Francisco, California (hereinafter referred to as the "Individual Trustee") as Trustees under that certain Indenture hereinafter referred to, the parties of the second part;

WITNESSETH:

WHEREAS, the Company's predecessor executed and delivered a Trust Indenture, dated as of the 1st day of March, 1939, to the Corporate Trustee and W. J. KIEFERDORF, as Trustees (M. J. BARRETT being successor Individual Trustee to W. J. KIEFERDORF), to secure payment of the principal of and the interest on bonds issued and to be issued by the Company's predecessor, which Indenture has been supplemented and amended by twenty-six supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented and amended being hereinafter referred to as the "Indenture"); and

WHEREAS, the Company has succeeded to all rights and obligations of, and has been substituted for, its predecessor under the Indenture; and

WHEREAS, the aggregate principal amount of bonds which may be issued and outstanding at any one time under the Indenture is \$1,000,000,000; and

WHEREAS, there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$205,657,000, as follows:

<u>Title</u>	<u>Principal Amount</u>
First Mortgage Bonds, 3% Series due 1980 .....	\$ 1,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980 .....	1,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980 .....	2,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980 .....	3,000,000
First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1985 .....	3,500,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1985 .....	3,000,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1985 .....	4,000,000
First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1990 .....	3,000,000
First Mortgage Bonds, 5% Series due 1990 .....	4,000,000
First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1990 .....	5,000,000
First Mortgage Bonds, 4 $\frac{1}{2}$ % Series due 1993 .....	5,000,000
First Mortgage Bonds, 4 $\frac{1}{2}$ % Series due 1995 .....	10,000,000
First Mortgage Bonds, 6% Series P due 1996 .....	9,000,000
First Mortgage Bonds, 6 $\frac{1}{4}$ % Series Q due 1998 .....	15,000,000
First Mortgage Bonds, 7 $\frac{1}{8}$ % Series R due 1999 .....	18,000,000
First Mortgage Bonds, 9 $\frac{1}{4}$ % Series S due 2000 .....	25,000,000
First Mortgage Bonds, 7 $\frac{3}{4}$ % Series U due 2002 .....	20,000,000
First Mortgage Bonds, 10 $\frac{1}{4}$ % Series V due 2004 .....	24,157,000
First Mortgage Bonds, 8 $\frac{1}{4}$ % Series W due 2007 .....	50,000,000
Total .....	\$205,657,000;

and

WHEREAS, pursuant to the Indenture, the Board of Directors of the Company has provided for the establishment of a new series of bonds of the Company to be known as its "First Mortgage Bonds, 9 $\frac{1}{4}$ % Series X Due 2008", the aggregate principal amount of such series not to be limited except as to the limitations upon the issuance of bonds contained in the Indenture, and the form and substance of such bonds and the terms, provisions and conditions thereof to be as set forth and provided in the Indenture as supplemented hereby; and

WHEREAS, the Company desires and has requested the Trustees to join with it in the execution and delivery of this Twenty-seventh Supplemental Indenture for the purpose of (1) expressly granting and conveying to the Trustees the hereinafter described properties acquired by the Com-

pany subsequent to the execution of the Indenture dated as of March 1, 1939 and which are not specifically described therein or in any of the aforementioned supplemental indentures, but which properties, upon the acquisition thereof by the Company, became and now are subject to the lien, operation and effect of the Indenture by virtue of the after-acquired property clause or other clauses thereof, and confirming the lien of the Indenture as heretofore supplemented and amended on all property described therein or intended to be covered thereby, whether by operation of the after-acquired property clauses thereof or otherwise, other than properties heretofore duly released from the lien thereof, as security for all bonds that may at any time be issued and outstanding under the Indenture as from time to time in effect, (2) setting forth the form and substance of said First Mortgage Bonds, 9 $\frac{3}{8}$ % Series X Due 2008, and the terms, provisions and conditions thereof, all to the extent and in the manner hereinafter provided, and (3) providing for amendments to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Twenty-seventh Supplemental Indenture, in the form and terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been performed and fulfilled, and the 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) duly paid by the Trustees to the Company at or before the sealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustees and their successors in the trust under said Indenture, for the equal benefit of all present and future holders of all bonds and coupons which may at any time be outstanding under said Indenture, as follows, to-wit:

#### ARTICLE I

##### TERMS AND CONDITIONS OF FIRST MORTGAGE BONDS, 9 $\frac{3}{8}$ % SERIES X DUE 2008

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 9 $\frac{3}{8}$ % Series X Due 2008, said bonds being sometimes hereinafter referred to as the "Bonds of Series X", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. Bonds of Series X shall

mature on July 1, 2008, and shall be issued in the form of registered bonds and shall be of the denominations of \$1,000 or any multiples thereof.

The Bonds of Series X shall bear interest at the rate of 9 $\frac{1}{8}$ % per annum, payable semi-annually on January 1 and July 1 in each year; both the principal of and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the City of San Francisco, State of California.

Interest on each Bond of Series X shall accrue from the date thereof, unless such date is an interest payment date and the Company shall default in the interest due on such date, in which case such interest shall accrue from the first day of January or the first day of July next preceding the date thereof. The Bonds of Series X shall be dated as of the last interest payment date preceding the date of authentication to which interest has been paid on such bonds, except that (i) if any such bond shall be authenticated on any interest payment date to which interest has been paid, it shall be dated as of the date of such authentication, (ii) if any such bond shall be authenticated prior to the close of business on the record date (as hereinafter in this Section defined) with respect to the first interest payment date for the Bonds of Series X, such bond shall be dated as of July 1, 1978, and (iii) if any such bond shall be authenticated after the close of business on the record date with respect to any interest payment date and prior to such interest payment date and there is no existing default in the payment of interest on the Bonds of Series X, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series X is registered at the close of business on any record date (as hereinafter defined) 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 bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date (unless there is an existing default in the payment of interest on the Bonds of Series X at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds of Series X are registered at the close of business on the day preceding the date of payment of such defaulted interest or at the close of business on the special record date fixed for the payment of such defaulted interest if one shall have been fixed as hereinafter provided.

Such special record date may be established by or on behalf of the Company by notice given by mail, first class postage prepaid, to holders of Bonds of Series X at their last addresses as they appear upon the registry books not less than 10 days preceding such special record date, which special record date shall be not more than 30 days prior to such date of payment. In the event that any Bond of Series X is called for redemption and the redemption date is subsequent to a record date with respect to any interest payment date and prior to such interest payment date, interest on such bond will be paid to the holder of such bond. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the June 15 or December 15, as the case may be, next preceding such interest payment date, whether or not such June 15 or December 15 is a business day.

SECTION 2. Bonds of Series X shall be exchangeable at the principal office of the Corporate Trustee or, at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, for bonds of the same series of other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series X at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, together with a written instrument of transfer in form approved by the Company executed by such holder in person or by attorney authorized in writing, the Company shall execute, and the Trustee or authenticating agent shall authenticate, and it or the Company shall deliver in exchange therefor a new Bond or Bonds of Series X for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series X, but the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge.

The Company shall not be required to make transfers or exchanges of Bonds of Series X during the period of 15 days preceding the mailing of notice of a partial redemption of such bonds, or to transfer or exchange any such bond, or the portion thereof, which shall have been designated for redemption.

SECTION 3. The provisions of Section 8 of Article I of the Indenture shall not be applicable to the Bonds of Series X except that such bonds



may bear such numbers and letters and may contain such other specifications or bear such legends or endorsements as may be required to comply with the rules of any governmental authority or of any stock exchange or to conform to usage with respect thereto.

Notwithstanding the provisions of Section 3, Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series X and attesting the corporate seal thereon may be facsimile, and in case any of such officers shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated by the Corporate Trustee or delivered by the Company, such Bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose facsimile signatures shall appear on such Bonds had not ceased to be such officer or officers of the Company.

SECTION 4. Any or all of the Bonds of Series X shall be redeemable (i) at the option of the Company at any time, and from time to time, prior to maturity, by the payment of the redemption prices as specified in the form set forth herein for the Bonds of Series X under the heading "Regular Redemption Price", and (ii) from funds deposited with the Corporate Trustee in the Sinking Fund as provided in the Indenture by the payment of the "Sinking Fund Redemption Price" set forth in Section 7 hereof, together with accrued interest to the date of redemption; provided, however, that no Bond of Series X may be redeemed prior to July 1, 1983 as provided in clause (i) above if such redemption is for the purpose of, or in anticipation of, refunding such bond by the application, directly or indirectly, of funds borrowed by the Company at an interest cost of less than 9.44% per annum calculated in accordance with accepted financial practice.

Notice of redemption of Bonds of Series X shall be given by mail, first class postage prepaid, not less than thirty and not more than forty-five days prior to the date of redemption, to the holders of the Bonds of Series X which are to be redeemed, at their last address as they appear upon the bond registry books, and the particular Bonds of Series X to be redeemed shall be selected by the Trustee by such method as it shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to \$1,000 or a multiple thereof) of the principal of Bonds of Series X of a denomination larger than \$1,000. The references in Section 3, 5 and 8 of Article V of the Indenture to the publication of notice of intention to redeem shall be deemed, with respect to the Bonds of Series

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X, to refer to the due mailing, as hereinabove provided, of notice of redemption. Otherwise, the provisions of Sections 5 and 8 of Article V of the Indenture shall be applicable to Bonds of Series X.

Upon surrender of any Bond of Series X which is to be redeemed only in part, the Company shall execute and the Corporate Trustee shall authenticate and deliver to the holder of such bond without service charge, a new Bond or Bonds of Series X of any authorized denominations as requested by such holder in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

SECTION 5. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the form of Bond of Series X, if any Bonds of said series are redeemed from funds received by the Company from the sale of property or from the proceeds of insurance, then and in any such event there shall be paid the Regular Redemption Price as specified in the form set forth herein for the redemption of Bonds of Series X at the option of the Company, together with accrued interest to the date of redemption.

SECTION 6. To the extent not expressly provided by this Twenty-seventh Supplemental Indenture, the Bonds of Series X shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Indenture.

SECTION 7. The Bonds of Series X and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following form:

(FORM OF FACE OF BOND OF SERIES X)

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

First Mortgage Bond,

9 1/4% SERIES X DUE 2008

No. ....

\$.....

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. a corporation organized and existing under and by virtue of the laws of the State of Washington (hereinafter called the "Company"), for value received, hereby promises to pay to the registered



holder hereof, on the 1st day of July, 2008, unless this bond is sooner redeemed, Dollars and to pay interest thereon at the rate of 9 1/8% per annum until the payment of said principal sum, semi-annually on the first day of January and on the first day of July in each year.

Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the first day of January or the first day of July next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this Bond (or any Bond or Bonds of Series X evidencing the same debt) is registered at the close of business on the 15th day of June or the 15th day of December, as the case may be (whether or not such day is a business day), next preceding such interest payment date. Both the principal of and the interest on this Bond shall be payable at the office or agency of the Company in the City of San Francisco, State of California, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by or on behalf of the Corporate Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. has caused this bond to be signed manually or by facsimile by its President or one of its Vice Presidents, and its corporate

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seal or a facsimile thereof to be hereto affixed and attested manually or by facsimile by its Secretary or one of its Assistant Secretaries.

Dated .....

GENERAL TELEPHONE COMPANY OF THE  
NORTHWEST, INC.

By .....  
President

ATTEST:

.....  
Secretary

(FORM OF TRUSTEE'S CERTIFICATE)  
CORPORATE TRUSTEE'S CERTIFICATE

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

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION,  
Corporate Trustee

By .....  
Authorized Officer

or

By BANKERS TRUST COMPANY,  
Authenticating Agent for the  
Corporate Trustee

By .....  
Authorized Officer

(FORM OF REVERSE OF BOND OF SERIES X)

This bond is one of an authorized issue of bonds of the Company, known as First Mortgage Bonds, all issued and to be issued pursuant to the terms and conditions of, and irrespective of the time of actual issue, equally secured by an Indenture dated as of March 1, 1939, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed the "Corporate Trustee") and W. J. Kieferdorf (therein termed "Individual Trustee"), as

Trustees (to whom M. J. Barrett is successor Individual Trustee), as supplemented by Supplemental Indentures dated as of November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951, May 1, 1952, November 1, 1953, November 1, 1954, November 1, 1955, May 1, 1957, May 1, 1958, May 1, 1960, May 1, 1961, May 1, 1962, May 1, 1963, June 1, 1964, January 1, 1965, December 1, 1966, September 1, 1967, June 1, 1968, August 1, 1969, February 1, 1970, November 1, 1970, May 1, 1972, September 1, 1974, February 1, 1977 and July 1, 1978 to which Indenture and Supplemental Indentures (hereinafter collectively referred to as the "Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby granted, and the rights of the holders of said bonds and of the Trustees and of the Company in respect to such security. The Indenture limits the aggregate principal amount of the bonds of all series at any one time outstanding to \$1,000,000,000.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions of the Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least 75% in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; 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 prior or equal to the lien 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 the 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, or (e) shall reduce the percentage of bonds required by the provisions of Article XI of the 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 75% in principal amount of the bonds of each series so affected.

In the manner, upon the notice, and upon the condition specified in the Indenture, this Bond or any portion thereof may be redeemed at any time during the respective twelve month periods beginning July 1 of the years shown below, (i) at the option of the Company at the prices (expressed in percentage of principal amount) set forth under the heading "Regular Redemption Price" and (ii) from funds deposited with the Corporate Trustee in the Sinking Fund as provided for in the Indenture at the "Sinking Fund Redemption Price" of 100% of the principal amount:

Year	Regular Redemption Price	Year	Regular Redemption Price
1978	109.38%	1993	104.53%
1979	109.05%	1994	104.20%
1980	108.73%	1995	103.88%
1981	108.41%	1996	103.56%
1982	108.08%	1997	103.23%
1983	107.76%	1998	102.91%
1984	107.44%	1999	102.59%
1985	107.11%	2000	102.26%
1986	106.79%	2001	101.94%
1987	106.47%	2002	101.62%
1988	106.14%	2003	101.29%
1989	105.82%	2004	100.97%
1990	105.50%	2005	100.65%
1991	105.17%	2006	100.32%
1992	104.85%	2007	100.00%

together in each case with accrued interest to the date fixed for redemption; provided, however, that no Bond of Series X may be redeemed prior to July 1, 1983, as provided in clause (i) above if such redemption is for the purpose of, or in anticipation of, refunding such Bond by the application, directly or indirectly, of funds borrowed by the Company at an interest cost of less than 9.44% per annum calculated in accordance with accepted financial practice.

If one or more of the events of default as defined in the Indenture shall happen, 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.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered as the absolute owner for the purpose

of receiving payment (as herein provided) of or on account of the principal and interest due hereon and for all other purposes.

In the manner and upon the conditions prescribed in the Indenture this Bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the office or agency of the Company in San Francisco, California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender and cancellation of this Bond, and upon any such transfer a new bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. Bonds of this series shall be exchangeable for bonds of the other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. Bonds of this series issued upon any exchange or transfer will be dated and will bear interest as provided in the Indenture. No service charge will be made upon any such transfer or exchange but the Company may require the payment of a sum sufficient to cover any tax or other governmental charges in relation thereto.

## ARTICLE II.

### AMENDMENTS TO THE INDENTURE.

The Indenture is hereby amended as follows:

Insert the words "or Bonds of Series X" in each of the following places in the Indenture as heretofore supplemented and amended:

Immediately before the word "remain" in the first line of Section 13 of Article IX (p. 12, line 5 of the Twenty-second Supplemental Indenture)

Immediately before the word "in" in the fifth line of Section 13 of Article IX (p. 12, line 9 of the Twenty-second Supplemental Indenture)

## ARTICLE III.

### ADDITIONAL COVENENTS OF THE COMPANY.

SECTION 1. The Company covenants and agrees that the provisions contained in Section 5 of Article II of the Supplemental Indenture dated November 1, 1941, as amended by Section 2 of Article III of the Supplemental Indenture dated November 1, 1950, and the provisions contained in



Section 6 of Article II of the Supplemental Indenture dated November 1, 1941, shall be, and shall continue to be, in full force and effect, until the payment or redemption of all Bonds of Series X.

SECTION 2. So long as any Bonds of the 3% Series due 1980 or any Bonds of the 3 1/8% Series due 1980 shall remain outstanding, the Company will not anticipate Sinking Fund payments by making payments into the Sinking Fund greater than that required at any specified time.

#### ARTICLE IV.

##### CONVEYANCE OF ADDITIONAL PROPERTY.

SECTION 1. The Company does, by these presents, hereby grant, bargain, sell, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Bank of America National Trust and Savings Association and M. J. Barrett, as Trustees, and to their successors in trust, all of the property described in the schedule attached hereto and marked Schedule "A", to which reference is hereby made, and the same is made a part hereof with the same force and effect as if herein set forth at length, to have and to hold said property in trust as a part of the mortgaged and pledged property under said Indenture and subject to all the terms and conditions of said Indenture and of all Indentures supplemental thereto; provided, however, that nothing herein contained shall be construed to be a limitation upon the provisions of said Indenture for the vesting under said Indenture of all property of the Company acquired subsequent to the date of said Indenture, it being the intention of the parties hereto that all property of the Company owned on the date of said Indenture or thereafter or hereafter acquired, subject to the rights reserved in said Indenture by the Company, shall be covered by the granting and pledging clauses of said Indenture.

SUBJECT NEVERTHELESS, to any liens on any of the property hereby mortgaged at the time of acquisition, including as to any of such properties subject thereto, the lien of the indenture dated January 1, 1940 executed by General Telephone Company of the Northwest (formerly named Interstate Telephone Company) to Seattle-First National Bank, as Trustee, and First Security Bank of Idaho, National Association, as Separate Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indentures, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture as supplemented and amended on the date of this Supplemental Indenture



in such manner that (i) the lien thereof shall be more extensive as to classes or kinds of property covered thereby, or (ii) covenants for the protection of the security or provisions with respect to release of property and withdrawal of money held by the trustee thereunder shall, in the opinion of counsel for the Company, be less adequate as protection for the holders of the bonds thereby secured than the restrictions, covenants and provisions contained in said indenture, as supplemented and amended on the date of this Supplemental Indenture.

#### ARTICLE V.

##### MISCELLANEOUS PROVISIONS.

SECTION 1. All of the covenants, stipulations, 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.

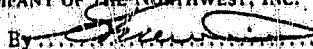
SECTION 2. This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

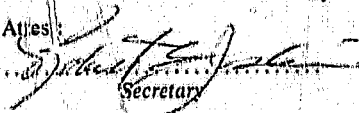
SECTION 3. Although this Twenty-seventh Supplemental Indenture is dated as of July 1, 1978 for convenience and for the purpose of reference, the actual dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

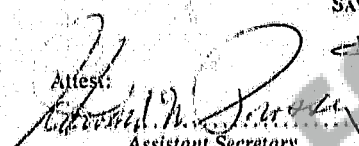
GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.


By  VICE President

Attest:  Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By  Trust Officer

Attest:  Assistant Secretary

  
M. J. Barrett

Unofficial Copy

STATE OF WASHINGTON } ss.:  
COUNTY OF SNOHOMISH }

On this 10th day of July, 1978, before me, the undersigned, a Notary Public in the State of Washington, in and for the said County of Snohomish, residing therein and duly commissioned and sworn, personally appeared ~~WILLIAM~~ BARRAN, known to me to be the President of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. and ROBERT E. JOSLIN, known to me to be the Secretary of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the City of Everett, County of Snohomish, State of Washington, the day and year first above written.

*Gail E. Oates*  
.....  
(Gail E. Oates)

Notary Public in and for the State of Washington  
Residing at Everett  
My Commission expires January 20, 1979.



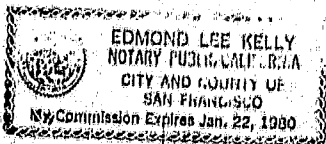
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STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this <sup>19<sup>th</sup></sup> day of July, 1978, before me, the undersigned, a Notary Public in the State of California, in and for the said City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared L. PARRISHER known to me to be a Trust Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and HOWARD W. PROSSER, known to me to be an Assistant Secretary of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

On this <sup>19<sup>th</sup></sup> day of July, 1978, before me, the undersigned, a Notary Public in the State of California, in and for the City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared M. J. BARRETT, known to me to be the identical individual person described in and who executed the within and foregoing Supplemental Indenture and stated that he executed, signed, sealed and delivered the same freely and voluntarily as his free and voluntary act and deed for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County of San Francisco the day and year first above written.



NOTARY PUBLIC-CALIFORNIA  
CITY AND COUNTY OF  
SAN FRANCISCO  
My Commission Expires 1/22/80

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## SCHEDULE "A"

## Real Property Situate in the State of Washington

## Benton County

That certain parcel of real property situated in the County of Benton, State of Washington, more particularly described as follows:

## PARCEL 1

A parcel of land situated in the Southwest quarter of Section 28, Township 9 North, Range 28 East, W. M., Benton County, Washington, and being more particularly described as follows:

Commencing at the North quarter corner of said Section 28; thence South 10°01'52" West for 3337.15 feet to U.S.C. & G.S. Triangulation Station "Erie"; thence North 19°17'24" East for 105.95 feet to the Northwest corner of a microwave building site as said site is described in an assignment of lease recorded under Auditor's File Number 446559 and the true point of beginning; thence North for 87.00 feet; thence West for 50.00 feet; thence South for 100.00 feet; thence East for 50.00 feet; thence North for 13.00 feet and the true point of beginning.

TOGETHER WITH a 20 foot wide nonexclusive easement for the purpose of ingress and egress to and from subject 50 foot by 100 foot site across that portion of Section 28 above the 1,100 foot elevation, Township 9 North, Range 28 East, W.M. TOGETHER WITH a 10 foot wide nonexclusive easement to the above site for the purpose of constructing, operating, repairing and maintaining aerials and underground telephone and electrical power cables, wires and related accessories in that portion of Section 28 above the 1,100 foot elevation, Township 9 North, Range 28 East, W.M.

## Pend Oreille County

That certain parcel of real property situated in the County of Pend Oreille, State of Washington, more particularly described as follows:

## PARCEL 2

Lot 17 in Block 9, Town of Inne, County of Pend Oreille, State of Washington.



## Snohomish County

That certain parcel of real property situated in the County of Snohomish, State of Washington, more particularly described as follows:

## PARCEL 3

LOTS 7 & 8, Block 796, Everett Land Company's First Addition to Everett, according to the plat thereof recorded in Volume 3 of Plats, page 20, records of the Auditor of the County of Snohomish, State of Washington.

## Whitman County

That certain parcel of real property situated in the County of Whitman, State of Washington, more particularly described as follows:

## PARCEL 4

Lots 1 and 2, Block 1, Amended Plat of the Town of Garfield, according to Plat thereof, recorded in Book A of Plats, Page 155, records of Whitman County, Washington.

## Real Property Situate in the State of Oregon

## Coos County

That certain parcel of real property situated in the County of Coos, State of Oregon, more particularly described as follows:

## PARCEL 5

Lot 10, Block 5, REPLAT OF EMPIRE COMMERCIAL TRACTS, a portion of the Southeast quarter of the Northeast quarter of Section 20, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point on the Southerly Boundary of a 60 foot Right of Way from which point the East quarter corner of said Section 20 bears S 9°08'45" E a distance of 631.51 feet; thence along said Southerly boundary N 89°50'08" E a distance of 86.28 feet; thence S 1°35'30" E a distance of 130.38 feet; thence N 70°47'52" W a distance of 31.31 feet; thence S 89°50'08" W a distance of 58.94 feet; thence N 0 39'52" W a distance of 120.00 feet to the point of beginning.

## PARCEL 6

A portion of the NE 1/4 of the NE 1/4 of Section 17, Township 23 South, Range 12 West, Willamette Meridian, Coos County, Oregon, described as follows:



Beginning at a point which bears S 62°47'29" E a distance of 342.12 feet from the NW corner of said NE 1/4 NE 1/4; thence N 10°05'10" W for 57.89 feet; thence N 47°00'11" E for 30.02 feet; thence S 80°26'56" E for 49.67 feet; thence S 52°19'17" E for 81.18 feet; thence S 83°40'12" E for 185.02 feet; thence S 80°11' E for 151.43 feet; thence S 56°33' E for 82.24 feet; thence S 40°16' W for 47.15 feet to the centerline of the McMillan Gateway Road; thence Northwesterly along said centerline to a point which bears S 10°05'10" E from the point of beginning; thence N 10°05'10" W to the point of beginning. Containing 0.97 acres.

TOGETHER WITH AN EASEMENT for ingress and egress 15.0 feet on each side of the following described centerline:

Beginning at a point on the centerline of the McMillan Gateway Road S 60°41'06" E a distance of 332.80 feet from the Northwest corner of the NE 1/4 NE 1/4; thence N 10°05'10" W for 70.00 feet; thence N 47°00'11" E for 45.58 feet; thence S 80°26'56" E for 60.83 feet; thence S 52°19'17" E for 80.73 feet; thence S 83°40'12" E for 181.26 feet; thence S 80°11' E for 155.02 feet; thence S 56°33' E for 85.37 feet.

TOGETHER WITH the right to cut or trim trees to maintain clear line of sight to the proposed facility, on adjacent land adjoining the above-described one acre parcel on land presently owned by the Sellers

Real Property Situate in the State of Idaho

Bonner County

That certain parcel of real property situated in the County of Bonner State of Idaho, more particularly described as follows:

#### PARCEL 7

The South 100 feet of the West 100 feet of the North 242.12 feet of the East 224.42 feet of the Northwest Quarter of the Northwest Quarter of Section 34, Township 55 North, Range 5, West of the Boise Meridian Bonner County, Idaho.

Together with an easement for Ingress and Egress and Utilities over, across and under that portion of land as reflected on a map filed with and attached to that certain deed recorded in Book 165 of Deeds, page 443, of the records of Bonner County, Idaho.

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## Latah County

That certain parcel of real property situated in the County of Latah, State of Idaho, more particularly described as follows:

## PARCEL 8

The North 10 feet of Lot 6 and all of Lot 7, Block 4 of the West Part of the City of Moscow, as shown by the recorded plat thereof, City of Moscow, County of Latah, State of Idaho.

ALSO all their right, title and interest in and to a certain Party Wall Agreement as shown in Book 1 of Leases and Agreements on page 177, records of Latah County, Idaho.

## PARCEL 9

A tract of land which is a portion of Lot 12 of Lathen's Subdivision of Block Two (2), Potlatch, Idaho.

Beginning at the Southeast corner of Block Two (2) of the city of Potlatch, Latah County, Idaho as shown by the Recorded Plat entitled Lathen's subdivision of Block Two (2) Potlatch, Idaho, Records of Latah County, Idaho, thence N 89°41'00" W along the Northerly right-of-way line of Eighth (8th) Street, 100.00 feet; thence N 12°46'00" W to the intersection of the South line of Lot Eleven (11) of said Plat, a distance of 206.88 feet; thence S 89°28'00" E along the Southerly line of Lot Eleven (11) and Lot Five (5), 147.18 feet to a point on the Easterly line of said Block Two (2), said point being the Southeast property corner of Lot Five (5) of said Plat; thence S 00°25'01" W along the Easterly line of said Block Two (2), 200.95 feet to the Point of Beginning.

86930

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*C. L. Carter*

7-13-00 H. H. Smith, 107

AT 10:15 P. M. 7-31 1978

WAS RECORDED IN BOOK 55

OF 717 AT PAGE 662

RECORDS OF THE CLERK, JANA COUNTY, WASH.

*L. P. Trout*

COUNTY AUDITOR

*E. Maynard*

REGISTERED	<i>E</i>
INDEXED: D/R	<i>E</i>
INDIRECT:	<i>E</i>
RECORDED:	<i>E</i>
COMPARED	<i>E</i>
MAILED	<i>E</i>