

## SKAMANIA COUNTY, WASHINGTON

3. The First Mortgage Bonds,  $3\frac{1}{2}\%$  Series due 1971, may be issued not only in the form of coupon bonds, but also as registered bonds without coupons, and the form of registered bonds without coupons of said series shall be substantially as follows:

## WEST COAST TELEPHONE COMPANY

## First Mortgage Bonds

 $3\frac{1}{2}\%$  Series due 1971

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

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

WEST COAST TELEPHONE COMPANY, 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 November, 1971, unless this bond is sooner redeemed, at the office of Bank of America National Trust and Savings Association, at 300 Montgomery Street, in San Francisco, California, or, at the option of the holder hereof, at the office of Irving Trust Company, in the Borough of Manhattan, City and State of New York, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in legal tender money of the United States of America, and to pay interest thereon in like money from November 1, 1941, at the rate of three and one half per cent ( $3\frac{1}{2}\%$ ) per annum until the payment of said principal sum, semi-annually on the first day of May and on the first day of November in each year, at the office of Bank of America National Trust and Savings Association, at 300 Montgomery Street, in San Francisco, California, or, at the option of the registered holder, at the office of Irving Trust Company, in the Borough of Manhattan, City and State of New York.

This bond is one of an authorized issue of bonds of the Company, limited to the aggregate principal amount of Ten Million Dollars (\$10,000,000) which may at any time be issued and outstanding, known as First Mortgage Bonds, all issued and to be issued pursuant to the terms and conditions of, and irrespective of the time of actual issue, equally secured by an Indenture dated as of March 1, 1939, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed the "Corporate Trustee"), and W. J. Kieferdorf (therein termed "Individual Trustee"), as Trustees, a Supplemental Indenture dated as of March 26, 1940 by and between the Company and Bank of America National Trust and Savings Association appointing William C. Koenig as successor Individual Trustee, and a Supplemental Indenture dated as of November 1, 1941, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed "Corporate Trustee") and William C. Koenig (therein termed "Individual Trustee"), as Trustees, and a further Supplemental Indenture dated as of December 9, 1941, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed "Corporate Trustee") and William C. Koenig (therein termed "Individual Trustee"), as Trustees, to which Indenture and Supplemental Indentures reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby granted, and the rights of the holders of said bonds and of the Trustees in respect to such security.

With the consent of the Trustees, and to the extent permitted by, and as provided in, said Indenture, any of the provisions of said Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least seventy-five per cent (75%) in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; and, if such modification or alteration shall affect the rights of the holders of bonds of one or more, but less than all, of the series of bonds then outstanding, such modification or alteration shall be assented to by the holders of at least seventy-five per cent (75%)