

10906

Vol. 46 Page 12289

**Eighteenth
Supplemental Indenture**

WEST COAST TELEPHONE COMPANY
EVERETT, WASHINGTON

TO

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
(A NATIONAL BANKING ASSOCIATION)

AND

WILLIAM W. BERTRAM

Dated, December 1, 1966

12990

THIS EIGHTEENTH SUPPLEMENTAL INDENTURE, made as of the 1st day of December, 1966, by and between WEST COAST TELEPHONE COMPANY (formerly named New 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 WILLIAM W. BERTRAM, 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 (WILLIAM W. BERTRAM 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 by seventeen supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented 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 \$100,000,000; and

WHEREAS, all of the First Mortgage Bonds, 4% Series due 1964, previously issued and outstanding under the Indenture have been redeemed and retired; and

14

WHEREAS there are presently issued and outstanding under the Indenture bonds in the aggregate principal amount of \$49,225,000, as follows:

Title	Principal Amount
First Mortgage Bonds, 3½% Series due 1971.....	\$ 3,725,000
First Mortgage Bonds, Series "B" due 1971.....	1,000,000
First Mortgage Bonds, 3% Series due 1980.....	1,000,000
First Mortgage Bonds, 3½% Series due 1980.....	1,000,000
First Mortgage Bonds, 3¾% Series due 1980.....	2,000,000
First Mortgage Bonds, 3¾% Series due 1980.....	3,000,000
First Mortgage Bonds, 3¾% Series due 1985.....	3,500,000
First Mortgage Bonds, 4¾% Series due 1985.....	3,000,000
First Mortgage Bonds, 4¾% Series due 1985.....	4,000,000
First Mortgage Bonds, 5¾% Series due 1990.....	3,000,000
First Mortgage Bonds, 5% Series due 1990.....	4,000,000
First Mortgage Bonds, 4¾% Series due 1990.....	5,000,000
First Mortgage Bonds, 4¼% Series due 1993.....	5,000,000
First Mortgage Bonds, 4½% Series due 1995.....	10,000,000

Total \$49,225,000;

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, 6% Series P Due 1996", 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 Eighteenth Supplemental Indenture for the purpose of (1) expressly granting and conveying to the Trustees the hereinafter described properties acquired by the Company 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, and (2) setting forth the form and substance of said First Mortgage Bonds, 6% Series P Due 1996, and the terms, provisions and conditions thereof, all to the extent and in the manner hereinafter provided; and

WHEREAS, all conditions and requirements necessary to make this Eighteenth 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, 6% SERIES P DUE 1996.

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 6% Series P Due 1996, said bonds being sometimes hereinafter referred to as the "Bonds of Series P", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. Bonds of said

12293

4

series shall mature on December 1, 1996, and shall be issued in the form of registered bonds, which shall be numbered consecutively from P-1 upwards and shall be of the denominations of \$1,000 or any multiples of \$1,000.

The Bonds of Series P shall bear interest at the rate of six per centum (6%) per annum, payable semi-annually on June 1 and December 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 P 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 June or the first day of December next preceding the date thereof. The Bonds of Series P 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 P, such Bond shall be dated as of December 1, 1966, 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 P, such Bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series P 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 P at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on

5

12294

such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds of Series P 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 P 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 the subsequent interest payment date. In the event that any Bond of Series P 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 person in whose name such Bond is registered on such redemption date. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the May 16 or November 15, as the case may be, next preceding such interest payment date, whether or not such May 16 or November 15 is a business day.

SECTION 2. Bonds of Series P shall be exchangeable at the principal office of the Corporate Trustee for bonds of the same series of other authorized denominations having the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series P, 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 P during a 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 P 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.

SECTION 4. Any or all of the Bonds of Series P shall be redeemable at the option of the Company at any time, and from time to time, prior to maturity, at the principal amount thereof and accrued interest thereon to the date of redemption together with a premium determined as specified in the form set forth herein for the bonds of said series. The Company covenants and agrees that it will not make any redemption prior to December 1, 1976, of any Bond of Series P unless it shall first have delivered to the Trustees a certificate signed and sworn to by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company, to the effect that (i) the Company is not making such redemption for the purpose of refunding the bonds to be redeemed by the application or utilization, directly or indirectly, of borrowed funds, or the proceeds of the sale of any debt security, having an interest cost to the Company (computed in accordance with accepted financial practice) of less than 6% per annum, and (ii) the Company does not contemplate replacing the funds applied to the redemption of the Bonds so to be redeemed by other borrowed funds, or the proceeds of the sale of any debt security, having an interest cost to the Company (computed in accordance with accepted financial practice) of less than 6% per annum.

Notice of redemption of Bonds of Series P 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 P which are to be redeemed, at their last addresses as they appear upon the bond registry books. The particular Bonds of Series P to be redeemed, in whole or in part (any redemption in part to be in the principal amount of \$1,000 or any multiple thereof), shall be selected by the Corporate Trustee pursuant to any written agreement entered into by the Company and the holders of the Bonds of Series P, which agreement shall have been approved by the Trustee, or, in the absence of such agreement, shall be selected in the manner set forth in Section 2 of Article V of the Indenture.

Upon presentation of any Bond of Series P, which is to be redeemed in part only, the Company shall execute, and the Corporate Trustee upon cancellation of such Bond shall authenticate and deliver to the registered holder thereof, without cost to such holder, a new Bond or Bonds of the same series and of any authorized denomination or denominations, for the unredeemed portion of the Bond so presented,

or, at the option of such registered holder, there may be noted thereon at the direction of the Corporate Trustee the payment of the portion of the principal amount of such Bond so called for redemption; provided, however, that payment of the portion of any Bond of Series P (other than the final payment on account thereof) called for redemption may be made directly by the Corporate Trustee to the holder thereof without presentation or surrender thereof if the Company and such holder shall have entered into a written agreement, which agreement shall have been approved by the Corporate Trustee, that payment shall be so made, and which agreement shall provide that the holder of the Bond may make a notation thereon (or on a paper attached thereto) of any such payment of any portion so redeemed, and that prior to any sale, transfer or other disposition of any such Bond of Series P it will be presented to the Corporate Trustee for appropriate notation thereon of the portion of the principal amount which has been redeemed or purchased or will be surrendered in exchange for another Bond or Bonds of said Series for the unpaid balance of the principal amount thereof.

If any of the Bonds of Series P are redeemed prior to maturity from funds in the Depreciation Fund provided in Article III of said Indenture, then and in such event the notice of redemption provided for in Section 3 of Article V of the Indenture shall also contain a statement setting forth the source of the funds being used for the redemption of said bonds.

SECTION 5. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the forms of Bonds of Series P, 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, upon such redemption, the principal amount of the bonds so redeemed, interest to the redemption date and the premium at the time applicable to the redemption of such bonds at the option of the Company.

SECTION 6. To the extent not expressly provided by this Eighteenth Supplemental Indenture, the Bonds of Series P 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 Original Indenture.

12297

8

SECTION 7. The Bonds of Series P are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following form:

(FORM OF BOND)

WEST COAST TELEPHONE COMPANY
First Mortgage Bond,
6% Series P Due 1996

No. RP.....

\$.....

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 December, 1996, unless this bond is sooner redeemed, Dollars (\$.....) and to pay interest thereon from the date hereof, at the rate of six per cent (6%) per annum until the payment of said principal sum, semi-annually on the first day of June and on the first day of December 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 June or the first day of December 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 P evidencing the same debt) is registered at the close of business on the 16th day of May or the 15th day of November, as the case may be, 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 is one of an authorized issue of bonds of the Company, limited to the aggregate principal amount of One Hundred Million Dollars (\$100,000,000) 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 "Indi-

9

12298

vidual Trustee"), as Trustees (under date of March 26, 1940, William C. Koenig was appointed successor Individual Trustee and under date of April 29, 1963, William W. Bertram was appointed successor Individual Trustee to succeed William C. Koenig), 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 and December 1, 1966 to which Indenture and Supplemental Indentures (hereinafter 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 in respect to such security.

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 seventy-five per cent (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 seventy-five per cent (75%) in principal amount of the bonds of each series so affected.

At the option of the Company, in the manner, upon the notice, and upon the conditions specified in the Indenture, this bond or any portion thereof may be redeemed at any time, upon payment of the principal amount hereof, or the portion to be redeemed, as the case may be, and accrued interest to the date of redemption and a premium,

if any, on the principal amount hereof or the portion to be redeemed, as follows:

If Redemption Effected			If Redemption Effected		
Premium	On or After December 1,	And Prior to December 1,	Premium	On or After December 1,	And Prior to December 1,
6.00%...	—	1967	2.90%...	1981	1982
5.79%...	1967	1968	2.69%...	1982	1983
5.59%...	1968	1969	2.48%...	1983	1984
5.38%...	1969	1970	2.28%...	1984	1985
5.17%...	1970	1971	2.07%...	1985	1986
4.97%...	1971	1972	1.86%...	1986	1987
4.76%...	1972	1973	1.66%...	1987	1988
4.55%...	1973	1974	1.45%...	1988	1989
4.34%...	1974	1975	1.24%...	1989	1990
4.14%...	1975	1976	1.03%...	1990	1991
3.93%...	1976	1977	0.83%...	1991	1992
3.72%...	1977	1978	0.62%...	1992	1993
3.52%...	1978	1979	0.41%...	1993	1994
3.31%...	1979	1980	0.21%...	1994	1995
3.10%...	1980	1981	0.00%...	1995	1996

provided, however, that this bond may not in any event be redeemed prior to December 1, 1976, directly or indirectly as a part of any refunding, or anticipated refunding operation, by the application of money borrowed for that purpose at an interest cost (computed in accordance with accepted financial practice) of less than 6% per annum.

If this bond or any portion thereof is redeemed from funds in the Depreciation Fund provided for in Article III of said Indenture, then and notwithstanding anything else herein contained, no premium shall be paid upon the redemption of this bond or the portion hereof so redeemed.

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, 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 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.

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

IN WITNESS WHEREOF, West Coast Telephone Company has caused this bond to be signed by its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries.

Dated

WEST COAST TELEPHONE COMPANY

By.....
President

ATTEST:

.....
Secretary

On each bond of this series (whether in temporary or definitive form) there is to be endorsed a certificate of the Corporate Trustee substantially in the following form, to wit:

(FORM OF TRUSTEE'S CERTIFICATE)

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, Trustee

By.....
Authorized Officer

12301

12

(FORM OF ASSIGNMENT FOR FULLY REGISTERED BONDS)

For value received, hereby assign and transfer 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:

Signature guaranteed:

(FORM OF ENDORSEMENT ON BONDS WITH RESPECT TO PAYMENTS ON ACCOUNT OF PRINCIPAL)

PAYMENTS ON ACCOUNT OF PRINCIPAL IF THIS BOND IS OF A DENOMINATION LARGER THAN \$1,000

Due Date	Amount Paid	Balance of Principal Amount Unpaid	Authorized Signature
.....
.....
.....
.....
.....
.....

ARTICLE II.

ADDITIONAL COVENANT 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

13

12302

contained in Section 6 of Article II of said 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 P.

ARTICLE III.

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 William W. Bertram, 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 of 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.

ARTICLE IV.

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.

12303

14

SECTION 3. This Supplemental Indenture is dated, for convenience, December 1, 1966, although executed and delivered on the date of the acknowledgment hereof by the Trustees, and the same shall be effective from the date on which it is so executed and delivered.

IN WITNESS WHEREOF, WEST COAST TELEPHONE COMPANY has caused this Supplemental Indenture to be signed in its name and behalf by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, duly attested by its Secretary, or one of its Assistant Secretaries, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, to evidence its acceptance of the trusts hereby created, has caused this Supplemental Indenture to be signed in its name and behalf by its President or one of its Trust Officers and its corporate seal to be hereunto affixed, duly attested by one of its Trust Officers or one of its Assistant Trust Officers, and WILLIAM W. BERTRAM, to evidence his acceptance of the trust hereby created, has set his hand and seal, all as of the day and year first above written.

WEST COAST TELEPHONE COMPANY

By *Russell J. Loveland*
President

ATTEST:

E. J. Thiercer
Secretary

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By *William W. Bertram*
Trust Officer

ATTEST:

William W. Bertram
Asst. Trust Officer

William W. Bertram
[Seal]
William W. Bertram

15

12304

AFFIDAVIT OF GOOD FAITH

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

The undersigned, being duly sworn on oath depose and state that they are the President and Secretary respectively of the aforesaid WEST COAST TELEPHONE COMPANY, a corporation and that they make this Affidavit in its behalf, and are authorized so to do; and that the within Eighteenth Supplemental Indenture is made in good faith, and without any design to hinder, delay or defraud creditors.

Russell J. Loveland
Russell J. Loveland, President

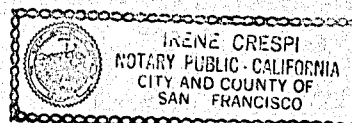
[CORPORATE SEAL]

E. J. Thiercer
E. J. Thiercer, Secretary

SUBSCRIBED AND SWORN To before me this 5th day of December, 1966.

Irene Crespi
Notary Public in and for the City and County
of San Francisco, State of California.

My Commission expires *January 4, 1967*



12305

16

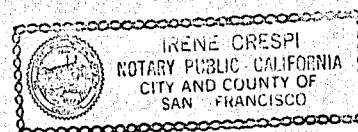
STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.:

On this 3rd day of December, 1966, 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 RUSSELL J. LOVELAND, known to me to be the President of WEST COAST TELEPHONE COMPANY and E. J. THIERER, known to me to be the Secretary of WEST COAST TELEPHONE COMPANY, 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 the seal 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 said City and County of San Francisco, State of California, the day and year first above written.

Irene Crespi
Notary Public in and for the City and County
of San Francisco, State of California.

My Commission expires *January 4, 1967*



17

12306

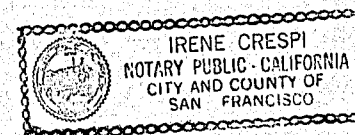
STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 4th day of December, 1966, 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 J. KIRKLAND, known to me to be a Trust Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and ~~D. J. MILLER~~, known to me to be an Assistant Trust Officer 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 the seal 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 official seal at my office in said City and County of San Francisco the day and year first above written.

Irene Crespi
Notary Public in and for the City and County
of San Francisco, State of California.

My Commission expires *January 4, 1967*



12307

18

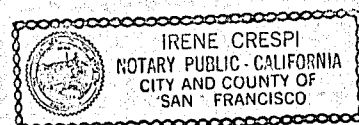
STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 5th day of December, 1966, 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 WILLIAM W. BERTRAM, 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.

Irene Crespi
Notary Public in and for the City and County
of San Francisco, State of California.

My Commission expires *January 4, 1967*



19

12308

SCHEDULE "A"

REAL PROPERTY SITUATE IN THE COUNTY OF KING,
STATE OF WASHINGTON

Parcel 1.

Parcel (A). Lot 1, block 3, Town of Skykomish, according to plat recorded in volume 9 of plats, page 35, in King County, Washington, EXCEPT the northwesterly 50 feet thereof.

Parcel (B). North 10 feet of Lot 1 and all of Lot 2, Block 3, Town of Skykomish, according to plat recorded in Volume 9 of Plats, Page 35, in King County, Washington.

REAL PROPERTY SITUATE IN THE COUNTY OF SNOHOMISH,
STATE OF WASHINGTON

Parcel 2.

Parcel (A). The South 69.30 feet of Lot 1, Block 26, Re-Plat of Blocks, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, South Park Addition to Everett Wash., according to plat thereof recorded in volume 8 of plats, page 5, records of Snohomish County, Washington.

Parcel (B). Lot 1, Block 3, Central Park Addition to Everett, according to plat thereof recorded in volume 8 of plats, page 53, records of Snohomish County, Washington.

Parcel 3.

Parcel (A). Lot 2, Block 26, Re-Plat of Blocks 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, South Park Addition to Everett, Wash., according to plat thereof recorded in volume 8 of plats, page 5, records of Snohomish County. EXCEPT North 70.21 feet.

Parcel (B). Lots 21 and 22, Block 3, Central Park Addition to Everett, according to plat thereof recorded in volume 8 of plats, page 53, records of Snohomish County, Washington.

Parcel 4.

Parcel (A). The North 69 feet of Lot 1, Block 26, Re-Plat of Blocks 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, South Park Addition to Everett, Washington, according to plat thereof recorded in volume 8 of plats, page 5, records of Snohomish County, Washington.

Parcel (B). The North 70.21 feet of Lot 2, Block 26, Re-Plat of Blocks 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, South Park Addition, to Everett,

12309

20

Washington, according to plat thereof recorded in volume 8 of plats, page 5, records of Snohomish County, Washington.

Parcel 5.

Lots 17 and 18, Block 3, Central Park Addition to Everett, according to plat thereof recorded in volume 8 of plats, page 53, records of Snohomish County, Washington.

Parcel 6.

Lots 31 and 32, Plat of Glenwood Division "A" according to plat thereof recorded in volume 7 of plats, page 46, records of Snohomish County, Washington. EXCEPT the North 210 feet of Lot 31 and EXCEPT the West 41 feet of the North 210 feet of Lot 32.

Parcel 7.

The South $\frac{1}{2}$ of the following described property:

Beginning at the Northwest corner of Government Lot 2, Section 21, Township 31 N.R. 4 E.W.M.; thence South $0^{\circ}04'$ East for 30 feet to the true point of beginning; thence North $89^{\circ}24'$ East along the South line of the County road for 420 feet to the Northwest corner of the Plat of Lake Goodwin Summer Home Park, according to the plat thereof recorded in Volume 11 of Plats on page 7, records of said county; thence South $0^{\circ}04'$ East along the West line of said plat for 582.5 feet; thence North $89^{\circ}44'$ West for 420 feet to the West line of said Government Lot 2; thence North $0^{\circ}04'$ West for 576.2 feet to the true point of beginning, LESS the West 20 feet for road purposes; situate in the County of Snohomish, State of Washington.

Parcel 8.

Parcel A. SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 29 N.R. 5 E.W.M., LESS right of way and LESS part platted as Central Park Addition.

Parcel B. That portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of former Puget Sound Power & Light Company right of way in Section 31, Township 29 N.R. 5 E.W.M., LESS that portion lying Southerly of the North line of the Plat of View Acres #2 extended Westerly.

Parcel 9.

Parcel A. The East 60 feet of the West 136.87 feet of the South 635.04 feet of the North 665.04 feet of the Northeast quarter of the Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M.

21

12310

Parcel B. The West 76.87 feet of the North 665.04 feet of the Northeast quarter of the Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M., EXCEPT the North 30 feet thereof.

Parcel C. The East 63.13 feet of the North 665.04 feet of the Northwest quarter of the Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M., EXCEPT the North 30 feet thereof.

Parcel D. The Northwest quarter of the Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M., EXCEPT the North 665.04 feet thereof; AND EXCEPT the South 315 feet of the North 980.04 feet of the West 140 feet of said Northwest quarter of the Northwest quarter.

REAL PROPERTY SITUATE IN THE COUNTY OF COLUMBIA,
STATE OF OREGON

Parcel 10.

Commencing at a point which is North $82^{\circ}25'$ West 1574 feet from the center stake of Section 4, Township 4 North, Range 4 west, Willamette Meridian, Columbia County, Oregon; thence running South 80 feet; thence West 140 feet, more or less, to the center of Rock Creek; thence North up the center of Rock Creek to the South boundary line of the present traveled county road, thence easterly on the south boundary line of the present traveled county road to the point of beginning.

REAL PROPERTY SITUATE IN THE COUNTY OF COOS,
STATE OF OREGON

Parcel 11.

Beginning at an iron pipe in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said point being located 30.04 feet South and 1050.78 feet West of the center line of the intersection of 11th and Elrod Streets; thence North $79^{\circ}52'$ West 50 feet to an iron pipe; thence South $10^{\circ}8'$ West 50 feet to an iron pipe; thence South $79^{\circ}52'$ East 50 feet; thence North $10^{\circ}8'$ East 50 feet to the place of beginning.

ALSO: Access, Beginning at a point on the Southerly right of way line of a 100 foot roadway, known as the road to Charleston, said point being 181.53 feet North and 855.63 feet West of the center line of 11th and Elrod Streets; thence South $42^{\circ}41'20''$ West 287.83 feet to an iron pipe; thence North $79^{\circ}52'$ West 50 feet; thence North $42^{\circ}41'20''$ East 313 feet, more or less, to said Charleston Road; thence along said right of way line in a Southeasterly direction 45 feet, more or less, to the point of beginning.

12311

22

Parcel 12.

Beginning at an iron pipe on the West boundary of Section 21, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said pipe being located North $1^{\circ}35\frac{1}{2}'$ West a distance of 480.40 feet from the quarter corner on the West line of said Section 21; thence along said Section line North $1^{\circ}35\frac{1}{2}'$ West a distance of 430.36 feet to an iron pipe, said pipe being the Southwest corner of the Dell D. Milligan property, more particularly described in Book 209, Page 106, Deed Records of Coos County, Oregon; thence along the South line of the Dell D. Milligan property North $89^{\circ}37'$ East a distance of 465.00 feet to the Southeast corner of the Dell D. Milligan property; thence South $1^{\circ}11'20''$ East a distance of 593.52 feet to an iron pipe; thence North $71^{\circ}01'$ West a distance of 492.12 feet to the point of beginning.

Parcel 13.

Beginning at an iron pipe on the westerly right-of-way line of the Coos River State Highway, said point being located North $41^{\circ}19'$ West a distance of 520.96 feet from the $1''$ galvanized iron pipe at the South $\frac{1}{4}$ corner of Section 5, Township 25 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; thence North $76^{\circ}01'$ West a distance of 25.00 feet to an iron pipe; thence North $13^{\circ}59'$ West a distance of 25.00 feet to an iron pipe; thence South $76^{\circ}01'$ East a distance of 25.00 feet to an iron pipe on the said Westerly right-of-way line; thence along said line, North $13^{\circ}59'$ East a distance of 25.00 feet to the point of beginning.

Also, a right-of-way easement, 25.00 feet in width, extending from the most northerly line of the above described tract, North $13^{\circ}59'$ East a distance of 75.35 feet, more or less, to the center line of the West Fork Millicoma Highway.

REAL PROPERTY SITUATE IN THE COUNTY OF CURRY,
STATE OF OREGON

Parcel 14.

That certain tract of land lying in the Northeast Quarter of the Southwest Quarter of Section 3, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows: Beginning at an iron pipe driven at a point 1610.9 feet North and 1227.7 feet West of the $\frac{1}{4}$ corner on the South side of said Section 3; thence North 50 feet to an iron pipe; thence West 50 feet to an iron pipe; thence South 50 feet to an iron pipe; thence East 50 feet to the point of beginning.

23

12312

CHATELS AND OTHER PROPERTY SITUATE IN THE COUNTIES OF CLARK, COWLITZ, GRAYS HARBOR, ISLAND, KING, SKAGIT, SKAMANIA, SNOHOMISH, AND MASON IN THE STATE OF WASHINGTON, IN THE COUNTIES OF COLUMBIA, CLACKAMAS, COOS, CURRY, DOUGLAS, KLAMATH, LAKE, MULTNOMAH, POLK, UNION, WALLOWA, WASHINGTON, YAMHILL AND MARION IN THE STATE OF OREGON, AND ELSEWHERE:

All property, real, personal and mixed, now owned or hereafter acquired or to be acquired by the Company, and wheresoever situated, including (without in any wise limiting or impairing by the enumeration of the same, the scope or the intent of the foregoing or of any general description contained in the Indenture) all lands, easements and rights of way, buildings, structures and improvements, and other appurtenances; all plants, systems, works, machinery, equipment, supplies, tools, implements, fixtures, furniture, automobiles and vehicles of all descriptions, telephone lines, telephone exchanges and systems, poles, cross-arms, insulators, wires, cables, underground conduits, underground cables, switch boards, electrical appliances and appurtenances, and all extensions, branches, additions or improvements of the same; all ordinances, privileges, rights, franchises, licenses, patents, patent rights and inventions, all returns, contracts, leases, claims, demands, choses in action, shares of stock, bonds, notes, books of account, contract rights and other obligations of all kinds belonging to the Company; together with the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining to any such property, or any part thereof, with reversion and reversions, remainder and remainders, tolls, rents and revenues, issues, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to such property and each and every part and parcel thereof, subject to the rights reserved by the Company in and by other provisions of the Indenture.

STATE OF OREGON, COUNTY OF KLAMATH; ss:

Filed for record at request of *Bank of America N.A.*
this 8 day of Dec, A.D. 1966, at 12:13 o'clock P.M., and
duly recorded in Vol. 44-66, of Montgomerie on Page 12289.

DOROTHY ROGERS, County Clerk

*See #36 collect.*By *James H. Hester*

15