

## Exhibit A

Form of Series O Fully  
Registered Bond Without Coupon

\$.....

No. OR

First Mortgage Bond  
Series O

Due February 1, 2007

## UNITED TELEPHONE COMPANY OF THE NORTHWEST

UNITED TELEPHONE COMPANY OF THE NORTHWEST, a corporation of the State of Oregon (herein called the Company), for value received, hereby promises to pay to ..... or registered assigns, on the first day of February, 2007, the principal sum of ..... and to pay interest thereon from the date hereof (unless this Bond shall have been called for previous redemption and payment duly provided therefor) at the rate of eight and one-half per cent (8½%) per annum, payable semiannually on the first day of August and the first day of February in each year until said principal sum is paid. Both the principal of and the interest on this Bond shall be payable at the main office of Peoples National Bank of Washington, in Seattle, Washington, or at the main office of its successor as corporate trustee in the trust hereinafter referred to, in lawful money of the United States of America.

This Bond is one of a duly authorized issue of first mortgage bonds of the Company, of a series designated 8½% First Mortgage Bonds, Series O, due February 1, 2007, limited as to aggregate principal amount as set forth in the Sixteenth Supplemental Indenture hereinafter mentioned, all bonds of all series being issued and to be issued under and pursuant to and all equally secured (except as any sinking or other analogous fund, es-



established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of January 1, 1946, as amended and modified by First through Fifteenth Supplemental Indentures and a Sixteenth Supplemental Indenture dated as of February 1, 1977 (said seventeen instruments being collectively called the Indenture), all duly executed and delivered by the Company to Peoples National Bank of Washington, of Seattle, Washington (herein called the Trustee), and to either Robert C. Perry of Seattle, Washington (herein called the Individual Trustee) or to Robert C. Perry's predecessor in the office of individual trustee pursuant to the Indenture, as trustees, to which Indenture and to all indentures supplemental thereto reference is hereby made for a description of the property transferred, assigned and mortgaged thereunder, the nature and extent of the security, the terms and conditions upon which the bonds are secured and additional bonds may be issued and secured, and the rights of the holders or registered owners of said bonds, of the Trustees and the Company in respect to such security. Subsequent series of said bonds may vary as to date, date of maturity, rate of interest and in other ways as in the Indenture provided or permitted.

Bonds of this Series O are redeemable in whole or in part at the option of the Company at any time, at the following redemption prices, expressed as percentages of said principal amount, during the respective periods hereinafter set forth, in each case together with accrued and unpaid

interest on the principal amount carried to the date fixed for as follows:

If Redeemed During 12 Months Ending January 31.	Redemption Price	If Redeemed During 12 Months Ending January 31.
1978.....	108.50%	1993.....
1979.....	108.21	1994.....
1980.....	107.92	1995.....
1981.....	107.62	1996.....
1982.....	107.33	1997.....
1983.....	107.04	1998.....
1984.....	106.74	1999.....
1985.....	106.45	2000.....
1986.....	106.16	2001.....
1987.....	105.86	2002.....
1988.....	105.57	2003.....
1989.....	105.28	2004.....
1990.....	104.98	2005.....
1991.....	104.69	2006.....
1992.....	104.40	2007.....

all on the conditions and in the manner provided in the Indenture, provided, however, that no Bond of Series O shall be redeemed in whole or in part, at any time prior to February 1, 1987, directly as a part of, or in anticipation of, any refunding operation involving the incurring of any indebtedness by the Company at a cost of less than eight and one-half per cent (8½%) per annum, provided further that the Bonds of Series O shall be subject to redemption in part from time to time through the operation of the sinking fund provided in the Indenture at the principal amount thereof plus premium, together in any case with interest accrued thereon to the date of redemption, all on the conditions and in the manner provided in the Indenture.

On the conditions and in the manner provided in the Indenture, the Bonds may become subject to redemption in whole or in part



interest on the principal amount carried to the date fixed for redemption, as follows:

If Redeemed During 12 Months Ending January 31,	Redemption Price	If Redeemed During 12 Months Ending January 31,	Redemption Price
1978.....	108.50%	1993.....	104.10%
1979.....	108.21	1994.....	103.81
1980.....	107.92	1995.....	103.52
1981.....	107.62	1996.....	103.22
1982.....	107.33	1997.....	102.93
1983.....	107.04	1998.....	102.64
1984.....	106.74	1999.....	102.34
1985.....	106.45	2000.....	102.05
1986.....	106.16	2001.....	101.76
1987.....	105.86	2002.....	101.46
1988.....	105.57	2003.....	101.17
1989.....	105.28	2004.....	100.88
1990.....	104.98	2005.....	100.58
1991.....	104.69	2006.....	100.29
1992.....	104.40	2007.....	100.00

all on the conditions and in the manner provided in the Indenture; provided, however, that no Bond of Series O shall be redeemable, in whole or in part, at any time prior to February 1, 1987, directly or indirectly as a part of, or in anticipation of, any refunding operations involving the incurring of any indebtedness by the Company at an interest cost of less than eight and one-half per cent (8½%) per annum, and provided further that the Bonds of Series O shall be subject to redemption in part from time to time through the operation of the sinking fund as provided in the Indenture at the principal amount thereof, without premium, together in any case with interest accrued thereon to the date of redemption, all on the conditions and in the manner provided in the Indenture.

On the conditions and in the manner provided in the Indenture, Series O Bonds may become subject to redemption in whole or in part at any



time by the use of moneys deposited with or paid to the Trustee (a) as the proceeds of property sold or (b) as the proceeds of property taken under power of eminent domain or as the proceeds of insurance policies deposited with or paid to the Trustee because of damage to or destruction of property. Series O Bonds so redeemed shall be redeemed at their principal amount, without premium, plus interest accrued to the date fixed for redemption.

Notice of any of the aforesaid redemptions shall be given by registered mail to the registered owner hereof at his registered address, such notice to be mailed at least sixty (60) days prior to the date fixed for redemption, provided that notice of redemption for the sinking fund may be mailed as aforesaid not less than ten (10) days prior to the date fixed for redemption; all on the conditions and in the manner provided in the Indenture.

This Bond is transferable by the registered owner either in person or by attorney duly authorized in writing in the office of the Trustee upon surrender and cancellation of this Bond and upon payment of charges, and upon any such transfer a new registered Bond without coupons of the same series in the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Company and the Trustee may treat the registered owner of this Bond as the absolute owner hereof for the purpose of receiving payment hereof, or on account hereof, and for all other purposes.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or of any claim based hereon or in respect hereof or of the Indenture, against any incorporator, stockholder, officer or director of the Company or of any successor company, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof expressly waived and released and being also waived and released by the terms of the Indenture.

This Bond shall not be valid nor become obligatory for any purpose

until it shall have been authenticated by the execution of hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF T has caused this Bond to be signed in its name by its President, its Vice Presidents and its corporate seal to be hereunto attested by its Secretary or one of its Assistant Secretaries.

UNITED TELEPHONE COMPANY OF T

By.....

ATTEST:

By.....  
Secretary

DATED:

#### TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds of the 8% First Mortgage Bonds, Series O, due February 1, 2007 referred to in the within mentioned Indenture.

PEOPLES NATIONAL BANK OF WASHINGTON  
(Seattle, Washington)

State of Oregon, } ss,  
County of Klamath }

I hereby certify that the within instrument was received and filed for record on the 27th day of January, 19 77, at 2:07 o'clock P. M. and recorded on Page 1527 in Book M 77 Records of MORTGAGES of said County.

WM. D. MILNE, County Clerk

By Flag Day Deputy  
Fee \$ 78.00

Authorized



until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF THE NORTHWEST has caused this Bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries.

UNITED TELEPHONE COMPANY OF THE NORTHWEST

By.....  
President

ATTEST:

By.....  
Secretary

DATED:

#### TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds of the 8% First Mortgage Bonds, Series O, due February 1, 2007 referred to in the within mentioned Indenture.

PEOPLES NATIONAL BANK OF WASHINGTON  
(Seattle, Washington)

Trustee

State of Oregon, } ss,  
County of Klamath

I hereby certify that the within instrument was received and filed for record on the 27th day of January, 19 77, at 2:07 o'clock P.M. and recorded on Page 1527 in Book M 77 Records of MORTGAGES of said County.

Authorized Officer

WM. D. MILNE, County Clerk

By Flag Day Deputy  
Fee \$ 78.00