

conditions set forth and expressed in the Original Indenture as supplemented and modified by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture.

The Company covenants that it is lawfully seized and possessed of the property described in the granting clauses of this Fifth Supplemental Indenture and that it will warrant and defend the title to said property to the Trustees for the equal pro rata benefit of the holders of all bonds at any time outstanding under the Indenture against the claims and demands of all persons whomsoever, excepting that all of the property and property rights, real, personal and mixed, as described in the granting clauses of this Fifth Supplemental Indenture, excepting parcels of real property described as items (a) and (e) of the granting clauses situated, respectively, in Klamath County, Oregon, and Yakima County, Washington, are subject to the prior lien of an underlying mortgage, dated on December 30, 1948, and the two Supplements thereto, dated, respectively, on September 29, 1950 and December 7, 1953, and all now of record, running from Northwest Telephone Co., an Oregon corporation, as mortgagor, to American United Life Insurance Company, as mortgagee; and as to the property and property rights so covered by the lien of such underlying mortgage, the lien of this mortgage is subordinate and inferior. For any default by the Company in the covenants, stipulations, promises and agreements contained in and provided by the terms of the Indenture, the Trustee and the bond holders shall have the same rights and remedies subject to the same limitations, as are provided in the Indenture.

Except as herein specifically changed, the Original Indenture, the First Supplemental Indenture, the Second