

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, S. P. O. CO., 187W

Company in the execution of any supplemental indenture authorized or permitted by the provisions of this instrument and to make the further agreements and stipulations which may be therein contained. The Trustees, and each of them, shall be fully protected in relying on an opinion of counsel as to whether or not any proposed supplemental indenture is authorized or permitted by the provisions of this Indenture and is consistent therewith.

SECTION 17.07. From and after the execution of any such supplemental indenture the covenants and provisions contained therein shall be deemed a part of this instrument and shall bind and benefit the Company, the Trustees and the bondholders as effectually as the covenants and provisions contained in this instrument at the time of its execution, and the Trustees, and each of them, and the bondholders shall have the same remedies for a breach thereof as are provided in respect of a breach of the provisions and covenants now contained in this instrument.

SECTION 17.08. If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases because it conflicts with any provision of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in the Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

SECTION 17.09. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Company, if the same shall be duly mailed to the Company addressed to Oregon-Washington Telephone Company, Hood River, Oregon, or to such address as the Company may from time to time file with the Trustee.

SECTION 17.10. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof and the Company shall have deposited with the Trustee for the purpose, or left with it if previously so deposited, moneys sufficient to pay or redeem such bond or to pay such coupon, the Trustee shall, upon demand of the Company; in case the holder of any such bond or coupon shall not, within six (6) years after the maturity of any such bond or coupon or the date fixed for the redemption of any such bond, claim the amount so deposited, pay over to the Company such amount, if the Company is not at the time in default. The Trustee shall thereupon be relieved from all responsibility to the holder thereof and the holder shall be deemed to be an unsecured creditor of the Company in such amount.

SECTION 17.11. Subject to the provisions of Articles Thirteen and Sixteen hereof, whenever in this Indenture any of the parties hereto is named or referred to this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees, or either of them, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 17.12. This Indentures shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.