

FORMANCE BY "THE COMPANY" OF THE OBLIGATIONS OF THIS AGREEMENT, OR OF THE NOTES OR OF THE INTEREST COUPONS THERETO. "THE TRUSTEES" SHALL NOT BE OBLIGED TO DEMAND THE PERFORMANCE OR OBSERVANCE OF ANY COVENANT, PROMISE, CONDITION OR TERM HEREOF BY "THE COMPANY", ITS SUCCESSORS OR ASSIGNS, UNTIL NOTIFIED BY HOLDERS OF A MAJORITY IN AMOUNT OF ALL OF THE NOTES THEN OUTSTANDING THAT THE SAME HAS NOT BEEN KEPT OR PERFORMED, AND REQUESTED SO TO DO, BUT IN ANY CASE "THE TRUSTEES" MAY MAKE SUCH DEMAND WITHOUT BEING SO NOTIFIED. "THE TRUSTEES" SHALL NOT BE COMPELLED TO TAKE ANY ACTION AS TRUSTEES HEREUNDER UNTIL AND UNLESS PROPERLY INDEMNIFIED TO THEIR FULL SATISFACTION.

"THE TRUSTEES" SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, CONSENT, CERTIFICATE, OR OTHER PAPER OR DOCUMENT BELIEVED BY THEM TO BE GENUINE, AND TO BE SIGNED BY THE PROPER PARTY.

UNLESS AND UNTIL "THE TRUSTEES" SHALL HAVE RECEIVED WRITTEN NOTICE TO THE CONTRARY FROM THE HOLDERS OF NOT LESS THAN TEN PER CENT (10%) IN AMOUNT OF THE NOTES OUTSTANDING, "THE TRUSTEES" MAY FOR ALL PURPOSES OF THIS AGREEMENT ASSUME THAT "THE COMPANY" HAS FULLY PERFORMED ALL THE CONDITIONS, COVENANTS AND AGREEMENTS IN THIS AGREEMENT PROVIDED TO BE KEPT, PERFORMED, OR MAINTAINED BY IT, AND IS NOT IN DEFAULT UNDER THIS AGREEMENT.

SECTION 5. THE FACT AND DATE OF THE EXECUTION BY ANY NOTE HOLDER OF ANY CONSENT, NOTICE, REQUEST, APPOINTMENT, OR OTHER INSTRUMENT IN WRITING MAY BE PROVED BY THE CERTIFICATE OF A NOTARY PUBLIC OR ANY OTHER OFFICER AUTHORIZED TO TAKE THE ACKNOWLEDGEMENT OF DEEDS TO BE RECORDED IN THE STATE OF OREGON THAT THE PERSON SIGNING SUCH NOTICE, REQUEST, APPOINTMENT OR OTHER INSTRUMENT IN WRITING, ACKNOWLEDGED TO HIM THE EXECUTION THEREOF, OR BY AN AFFIDAVIT OF A WITNESS TO SUCH EXECUTION, SWORN TO BEFORE ANY SUCH OFFICER.

THE AMOUNT OF NOTES TRANSFERABLE BY DELIVERY HELD BY ANY PERSON, FIRM OR CORPORATION EXECUTING ANY SUCH NOTICE, REQUEST, APPOINTMENT, OR OTHER INSTRUMENT AS A NOTE HOLDER, AND THE AMOUNTS AND THE NUMBERS OF THE NOTES HELD BY SUCH PERSON OR CORPORATION, AND THE DATE OF SUCH HOLDING THEREOF, MAY BE PROVED BY A CERTIFICATE EXECUTED BY ANY RESPONSIBLE TRUST COMPANY, BANK, BANKER OR OTHER DEPOSITARY IN A FORM APPROVED BY "THE TRUSTEES" SHOWING THAT AT THE DATE THEREIN MENTIONED SUCH PERSON, FIRM, OR CORPORATION HAD ON DEPOSIT WITH SUCH DEPOSITARY THE NOTES DESCRIBED IN SUCH CERTIFICATE, THE OWNERSHIP OF REGISTERED NOTES SHALL BE PROVED BY THE REGISTER OF SUCH NOTES.

"THE TRUSTEES", HOWEVER, SHALL BE UNDER NO OBLIGATION TO RECOGNIZE ANY PERSON OR PERSONS, FIRM OR CORPORATION AS THE HOLDER OR HOLDERS OF ANY SUCH NOTES, OR TO DO, OR TO REFRAIN FROM DOING ANY ACT PURSUANT TO THE REQUEST OR DEMAND OF ANY PERSON OR PERSONS, FIRM OR CORPORATION CLAIMING OR PROFESSING TO BE SUCH HOLDER OR HOLDERS OF ANY OF THE NOTES, UNTIL SUCH PERSON OR PERSONS, FIRM OR CORPORATION SHALL, IF REQUIRED, HAVE PRODUCED THE SAID NOTE OR NOTES OF WHICH HE, THEY OR IT, CLAIM TO BE THE HOLDER OR HOLDERS, OR OTHER EVIDENCE OF SUCH HOLDINGS SATISFACTORY TO "THE TRUSTEES", AND SHALL, IF REQUIRED, HAVE ALSO INDEMNIFIED "THE TRUSTEES" TO THEIR SATISFACTION AGAINST ANY AND ALL COSTS, EXPENSES AND OUTLAYS, COUNSEL FEES AND OTHER PROPER DISBURSEMENTS, AND ANY OTHER LIABILITY GROWING OUT OF THE COMPLIANCE BY "THE TRUSTEES" WITH THE REQUEST OR DEMAND MADE BY SUCH PERSON OR PERSONS, FIRM OR CORPORATION.

SECTION 6. IT IS FURTHER AGREED THAT SAID "THE TRUSTEES" SHALL BE ENTITLED TO REASONABLE COMPENSATION FOR ALL SERVICES RENDERED HEREUNDER OR IN CONNECTION WITH THE TRUST, WHICH COMPENSATION, TOGETHER WITH ANY AND ALL NECESSARY AND REASONABLE