

PIONEER, INC., TACOMA—156769

extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever.

In trust nevertheless, upon the terms and trusts herein set forth, for the benefit and security of those who shall hold the bonds and coupons issued and to be issued hereunder, or any of them, in accordance with the terms of this Indenture, without preference, priority or distinction as to lien of any of said bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof, or otherwise howsoever, subject, however, to the provisions in reference to extended, transferred or pledged coupons and claims for interest hereinafter set forth; it being intended that the lien and security of all of said bonds and coupons of all series issued or to be issued hereunder shall take effect from the execution and delivery of this Indenture, and that the lien and security of this Indenture shall take effect from the date of execution and delivery hereof as though all of the said bonds of all series were actually authenticated and delivered and issued upon such date.

Provided, however, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid the principal of and interest on said bonds, together with the premium, if any, payable on such of said bonds as may have been called for redemption prior to maturity, or shall provide, as permitted hereby, for the payment thereof by depositing with the Corporate Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and if the Company shall also pay or cause to be paid all other sums payable hereunder by it, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

It is hereby covenanted, declared and agreed by and between the parties hereto that all such bonds and coupons are to be authenticated, delivered and issued, and that all property subject or to become subject hereto is to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successor or successors in such trust, for the benefit of those who shall hold said bonds, and interest coupons, or any of them, as follows:

ARTICLE I.

Definitions.

SECTION 1. The terms specified in the next succeeding six Sections hereof, numbered from 2 to 7, both inclusive, shall (except as herein otherwise expressly provided) for all purposes of this Indenture, and of any indenture supplemental hereto, have the respective meanings in such Sections specified.

SECTION 2. The term "the Company" shall mean the party of the first part hereto, Northwestern Electric Company, and subject to the provisions of Article XV hereof, shall also include its successors and assigns.

The term "the Trustees" shall mean the parties of the second part hereto, Harris Trust and Savings Bank and Harold Eckhart, and, subject to the provisions of Article XVI hereof, shall also include their respective successors and assigns.

The term "the Corporate Trustee" shall mean Harris Trust and Savings Bank, and, subject as aforesaid, shall also include its successors and assigns. The term "the Individual Trustee" shall mean Harold Eckhart, and, subject as aforesaid, shall also include his successors and assigns.

The term "this Indenture" or "the Mortgage" (the latter being referred to in the