

PIONEER, INC., TACOMA—156789

Assistant Secretary of the Company under its corporate seal to the effect that a resolution in the form therein set forth has been adopted by the Board of Directors of the Company, as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustees to do things enumerated in this Indenture shall not be construed as a duty of the Trustees and the Trustees shall be answerable only for their own negligence or wilful default, subject, however, to all the other terms and provisions hereof.

(g) The Trustees shall not be required to take notice or be deemed to have notice of any default hereunder except default in the payment of principal or interest or any sinking fund payment, or failure by the Company to file the documents required pursuant to Sections 8 and 9 of Article Eight and Section 2 of Article Nine hereof, unless the Trustee shall be specifically notified in writing of such default by the Company or by the holders of at least ten per cent. (10%) in aggregate principal amount of bonds "outstanding hereunder" and all notices or other instruments required by this Indenture to be delivered to the Trustees, must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered, the Trustees may conclusively assume there is no default, except as aforesaid.

(h) The Trustees shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts during any period in which the Trustees, or either of them, may be in the possession of or managing the "mortgaged property" as in this Indenture provided.

(i) At any and all reasonable times the Trustees, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the "mortgaged property", including all books, papers and contracts of the Company, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustees shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustees, or either of them, shall have the right, but shall not be required to demand, in respect of the authentication of any bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustees, or either of them, deemed desirable for the purpose of establishing the right of the Company to the authentication of any bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustees.

(l) When taking action hereunder pursuant to the request of one or more bondholders, the Trustees may require that there be deposited with the Trustee a reasonable sum not exceeding Twenty Thousand Dollars (\$20,000) as security for such expenses as they may incur. Any sum advanced for expenses by any bondholder or bondholders or on their behalf or by the Trustees shall be secured by the lien of this Indenture and shall have priority to the payment of the bonds and interest secured hereby.

Section 2. The Trustees, or either of them, shall have a first lien with right of payment prior to payment on account of interest or principal of any bond issued hereunder upon the "mortgaged property" for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise