

PIONEER, INC., TACOMA—155789

Section 5. In addition to any supplemental indenture otherwise authorized or permitted by this Indenture, the Company, by resolutions adopted by its Board of Directors and with the authorization, approval or consent, if required, of any governmental body at the time having jurisdiction in the premises, from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may execute an indenture or indentures supplemental hereto, and which thereafter shall form a part hereof, for any one or more or all of the following purposes

(a) To add to the conditions, limitations and restrictions of the authorized amount, terms, provisions, purposes of issue, authentication and delivery of bonds specified herein, other conditions, limitations and restrictions thereafter to be observed with respect to the bonds or any one or more series thereof;

(b) To add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed;

(c) To provide for the creation of any series of bonds other than Series A;

(d) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Company and the acceptance by the successor corporation of the provisions in the bonds hereby secured and in this Indenture and in any and every supplemental indenture contained

(e) To convey, transfer and assign to the Trustees, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional properties, permits and franchises hereafter acquired by the Company through consolidation or merger, or by purchase or in any other manner whatsoever;

(f) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Indenture or any indenture supplemental hereto;

(g) To add to the duties and obligations of the Trustees hereunder, but no such supplemental indenture which shall add to the duties and obligations of the Trustees hereunder shall be made without the written consent of the Trustees.

(h) To make this Indenture conform to the Trust Indenture Act of 1939.

Section 6. No supplemental indenture shall become effective until it shall have been executed by the Trustees and the Trustees are hereby authorized to join with the Company in the execution of any supplemental indenture authorized or permitted by the provisions of this Indenture and to make the further agreements and stipulations which may be therein contained and the Trustees in executing any supplemental indenture shall be fully protected in relying on an "opinion of counsel" that such supplemental indenture is authorized or permitted by the provisions of this Indenture and is not inconsistent therewith.

Section 7. From and after the execution of any such instrument or supplemental indenture the covenants and provisions contained therein shall be deemed a part of this Indenture and shall bind and benefit the Company, the Trustee and the bondholders as effectually as the covenants and provisions contained in this Indenture at the time of its execution, and the Trustees 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 Indenture.

Section 8. 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