

PIONEER, INC., TACOMA—155769

deliver such bonds to the Railway Company or upon its order from time to time, but only when and as called for by resolution of the Board of Directors of the Railway Company approved by two-thirds of all the members of the Board, specifying the particular purposes for which the bonds called for by such resolution are to be used; and the Railway Company shall set aside such bonds separate and apart from its other assets and funds, and shall use such bonds or their proceeds only for the purposes specified in such resolution or any of them; and the Railway Company, from time to time, upon the written request of the Trustee, shall furnish to the Trustee a certificate or certificates signed by the Chairman of the Board of Directors, or the President, and by the Treasurer or Comptroller of the Railway Company, specifying the purposes for which the bonds certified and delivered under this paragraph of this Section have been used. Such resolutions shall be full authority to the Trustee for certification and delivery by it of bonds under this paragraph.

Sec. 5. Whenever any coupon bond or bonds amounting to \$500 or to any multiple of \$500, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Railway Company shall issue, and the Trustee shall certify and deliver in exchange for such coupons bond or bonds, a like amount of registered bonds, without coupons. Such registered bonds shall be for \$100, or for such multiples thereof as the Railway Company may prescribe by resolution of the Board of Directors, and shall bear interest at the same rate as the surrendered coupon bonds, and from the date of the last matured coupon thereof. In every case of such exchange the Trustee forthwith shall cancel the surrendered bond or bonds and coupons, and shall deliver the same to the Railway Company.

Whenever any such registered bond shall be surrendered for transfer, the Railway Company shall issue, and the Trustee shall certify and deliver, to the Transferee, upon surrender and cancellation of the bond or bonds transferred, a like amount of new registered bonds for \$100 or for such multiples of \$100 as the Railway Company may prescribe; but no registered bond may be converted into a coupon bond.

For any exchange of coupon bonds for registered bonds, and for any transfer of registered bonds without coupons the Railway Company, at its option, may make a charge not exceeding fifty cents for each new registered bond issued in exchange for any surrendered bond or bonds; but no charge shall be made for registration of the principal of coupon bonds.

In case any coupon bond issued hereunder with the coupons thereto appertaining, or any registered bond without coupons, shall become mutilated or be destroyed, the Railway Company, in its discretion, may issue, and the Trustee thereupon shall certify and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation, of, the mutilated coupon bond and its coupons, or the registered bond, or in lieu of, and substitution for the coupon bond and its coupons, or the registered bond, so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons, or of such registered bond, and upon receipt also of satisfactory indemnity.

Sec. 6. Nothing in this Article, or in any other Article, of this indenture, expressed or implied, is intended, or shall be construed, to confer upon any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture, or any covenant, condition or stipulation thereof; all its covenants, conditions and stipulations being intended to be, and being for the sole and exclusive benefit of the parties hereto and of the holders of bonds hereby secured.