

proceedings as provided in the foregoing section of this Article, by the TRUSTEE, to enforce any right under this indenture, the TRUSTEE shall be entitled to exercise any and all rights and powers herein conferred as a matter of right. The TRUSTEE shall be entitled to the appointment of a receiver of the property hereby mortgaged, and of the earnings, revenues, rents, issues, profits and other income thereof, with such power as the Court making such appointment shall confer, and shall be entitled to the application, by any such receiver, of the net income for the benefit of holders of the bonds issued hereunder, in accordance with the trust herein declared.

EXCEPTING as herein expressly provided to the contrary, no remedy in this indenture conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, but every remedy in this indenture provided shall be cumulative and shall be in addition to any other remedy given hereunder, or now or hereafter existing at law or equity, or by statute; and every power and remedy given by this indenture to the TRUSTEE or to the bondholders may be exercised from time to time and as often as may be deemed expedient.

No delay or omission of the TRUSTEE or of any holders of bonds secured hereby, to exercise any right or power arising from any default, shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein. In case the TRUSTEE shall have proceeded to enforce any right under this indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued and abandoned because of a waiver or for any other reason, or shall be determined adversely to the TRUSTEE, then and in every such case the ELECTRIC COMPANY and the TRUSTEE shall severally and respectively be restored to their former possession and right hereunder in respect to the mortgaged property, and all rights, remedies and powers of the TRUSTEE shall continue as though no such proceedings had been taken.

Section 6. In the event of any sale under or by virtue of the powers of sale herein contained, or by virtue of judicial proceedings, or of any judgment or decree of foreclosure and sale, the property hereby conveyed, mortgaged, assigned, or pledged, of every description, held or in anywise subject to this indenture, shall be sold in one parcel and as an entirety.

Any sale of the mortgaged property shall be made at the City of Vancouver, State of Washington, or such other place as the TRUSTEE or the Court ordering the sale may fix. Notice of any such sale shall state the time and place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be published once a week for at least four (4) consecutive weeks prior to such sale, in a newspaper published in Vancouver, Washington. The Trustee may adjourn or cause to be adjourned, any such sale, from time to time, by announcement at the time and place appointed for such sale, or for such adjourned sale; and without further notice or publication such sale may be made at the time and place to which the same shall be so adjourned.

Section 7. In case of such sale, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the whole of the principal sum of the bonds hereby secured, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

Section 8. The ELECTRIC COMPANY covenants and agrees that it will not, at any time, insist or plead, or in any manner whatsoever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage from any law now or