

ation of any prescribed period. Upon any such voluntary surrender and delivery of such property, or any part thereof, the TRUSTEE, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and employ the income and revenue thereof as provided in Section 1 of this Article.

Section 15. Any request or other instrument required by this indenture to be signed or executed by the bondholders, may be in any number of documents of similar tenor, and may be signed or executed by such bondholders in person or by agent or attorney appointed in writing. Proof of the execution of such request or other instrument, or of a writing appointing any such agent or attorney or of the holding of any person of bonds shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the TRUSTEE in regard to any action taken by it under such request or other instrument, if made in the following manner, to-wit:

(a) The fact and date of the execution by any person of any such request or other instrument or writing may be proved by the certificate of any Notary Public or other officer authorized to take, either within or without the State of Washington, acknowledgment of deeds to be recorded in said State, certifying that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution, duly sworn to before any such Notary Public or such other officer.

(b) The fact of the holding of any bonds transferable by delivery by any person executing such request or other instrument as a bondholder and the amounts and serial numbers of the bonds held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository, wherever situated, if such certificate shall be deemed by the TRUSTEE to be satisfactory, showing that such person had a deposit with such trust company, bank, bankers or other depository, or exhibited to it, the bonds described in such certificate, at the date therein mentioned. The ownership of registered bonds shall be proved by the register of said bonds.

Section 16. The ELECTRIC COMPANY and the TRUSTEE may deem and treat the bearer of any bond hereby secured, and the bearer of any coupon for interest on any bond, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and neither the ELECTRIC COMPANY nor the TRUSTEE shall be affected by any notice to the contrary.

Section 17. No holders of any bonds or coupons hereby secured shall have the right to institute any suit, action or proceeding at law or in equity, upon or in respect of this indenture, or for the execution of any trust or power thereof, or for the appointment of a receiver, or for any other remedy under or upon this indenture, unless such holder shall have previously given to the TRUSTEE written notice of any existing default and a continuance thereof as hereinbefore provided; nor unless also the holders of twenty-five per cent. (25%) in amount of the bonds hereby secured and then outstanding shall have made written request upon the TRUSTEE and shall have afforded it reasonable opportunity to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless also such holder or holders shall have offered to the TRUSTEE indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the TRUSTEE, to be conditions precedent to any action or cause of action for foreclosure, or for the appointment of a receiver, or for the institution of any such suit, action or proceeding, or any other remedy