

Provided, however, that before any such attorney or solicitor shall be authorized under this power of attorney to enter such appearance for the Company, a copy of the bill, complaint or petition in such suit or proceeding shall have been served upon the Company by the delivery of a copy to some officer, agent or employe of the Company at its office in Portland, in the State of Oregon, or at some other office maintained by it at the time of the institution of such suit, at least ten (10) days prior to the entering of such appearance; which service may be proved by the affidavit of any person of lawful age making such service; and provided, further, that nothing herein contained shall authorize any attorney or solicitor acting hereunder to represent the Company in such suit or proceeding after the Company shall have, by an attorney or solicitor of its own selection, caused its appearance to be entered therein.

Section 9. In the event of any such suit or proceeding, in which a decree shall be obtained for the sale of the property herein pledged or conveyed, or any part thereof, the Trustees or either of them may bid at any judicial sale in any such suit and may become a purchaser of any property herein pledged and conveyed, which may be sold at such judicial sale, either in their own right or on behalf of the holders of the bonds hereby secured, and in the event of any such purchase by the Trustees at any such judicial sale, they shall be as to the property so purchased, discharged of any and all trusts arising under the terms of this agreement in favor of the Company or its successors and assigns,

Section 10. Upon any such sale by the Trustees or in pursuance of judicial proceedings, any purchaser at such sale shall be entitled to turn in or apply toward the payment of the purchase price and to be credited with any bonds and overdue coupons to the extent of the value of such bonds and overdue coupons or the amount to be paid thereon, upon a distribution among the bondholders of the net proceeds of such sale, after making the deductions allowable under the terms of this Indenture or provided by the decree of court, for the costs and expenses of the sale and for all other charges of every kind and nature which may be proper charges, prior to the payment of such bonds and coupons. And any such bonds and overdue coupons so applied in payment by the purchasers shall be deemed to be paid only to the extent so applied.

At any such sale the Trustees or either of them or any of the bondholders or their agents, may bid, offer and purchase the property so sold, and may make payment therefor as aforesaid, and in compliance with the terms of sale may hold, retain and dispose of such property without further accountability to any one.

Section 11. No holder of any bond or coupon issued hereunder shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust hereof, or for the appointment of a receiver or for any other remedy under this mortgage or deed of trust or the lien hereby created, without first giving notice in writing to the Trustees of default having been made and continued as provided in this Indenture, and unless the holders of at least twenty-five per cent. in amount of the then outstanding bonds have in writing notified and requested the Trustees to institute such proceeding for the benefit of the holders of all of the outstanding bonds, and unless the Trustees shall have neglected or refused to comply with such request for a period of not less than thirty days, and without also having offered to the Trustees adequate security and indemnity to the full satisfaction of the said Trustees, against the costs, expenses and liability to be by the Trustees incurred in connection therewith, as well as proper assurance for the reasonable compensation of the Trustees and their attorneys in connection therewith; and it is hereby declared and agreed, as a condition upon which each successive holder of all or any of said bonds, and all or any of such coupons, receives and holds the same, that no such holder of any such bonds or coupons shall institute any suit,