

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 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 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 hereafter in force providing for the valuation or appraisal of the mortgaged property prior to any sale or sales thereof; nor will it, after such sale or sales, claim or exercise any right under any statute to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit and advantages of any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the TRUSTEE, but that it will suffer and permit the execution of any such power as though no such laws had been made or enacted.

Section 9. Upon the completion of any sale or sales, the TRUSTEE shall execute and deliver to the accepted purchaser or purchasers a deed or deeds therefor, and release of the property sold, or shall execute and deliver, in conjunction with a deed or deeds of the Court Officer conducting such sale, a proper release of such property. The TRUSTEE and its successor or successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the ELECTRIC COMPANY, in its name and stead to make all necessary deeds of conveyance, sale and transfer of the property herein conveyed and mortgaged or intended to be conveyed or mortgaged, and for that purpose may execute all necessary acts of conveyance, assignment and transfer, and may substitute one or more persons with like power, the ELECTRIC COMPANY hereby ratifying and confirming all that its said attorney or attorneys or substitute or substitutes shall lawfully do by virtue hereof.