

of interest upon all bonds Outstanding hereunder and the reasonable expenses and charges of the Trustees, their agents and (to the extent permitted by law) their attorneys, and all other indebtedness secured hereby, except the principal of any bonds not then due by their terms and except interest accrued on such bonds since the last interest payment date, shall be paid, or the amount thereof shall be paid to the Corporate Trustee for the benefit of those entitled thereto.

Section 68. Upon the occurrence of one or more Defaults, as defined in Section 65 hereof, the Company, upon demand of the Trustees or either of them, shall (if at the time such action shall be lawful and may then lawfully be demanded by the Trustees) forthwith surrender to the Corporate Trustee or to both the Corporate Trustee and the Co-Trustee or to the Co-Trustee to the extent that the Corporate Trustee is not legally qualified to take possession, as it or they may demand, the actual possession of, and (if at the time such action shall be lawful) the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not legally qualified to act in the premises, as shall be specified in such demand, by such officer or agent as it or they may appoint, may take possession of, all the Mortgaged and Pledged Property (with the books, papers and accounts of the Company) and hold, operate and manage the same, and from time to time make all needful repairs and such extensions, additions and improvements as to the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not legally qualified to act in the premises, shall seem wise; and receive the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and out of the same pay all proper costs and expenses of so taking, holding, managing and operating the same, including reasonable compensation to the Trustees, their agents and (to the extent permitted by law) their attorneys, and any taxes and assessments and other charges of the Trustees hereunder, and any charges/prior to the Lien of this Indenture which the Trustee or Trustees in possession may deem it wise to pay, and all expenses of such repairs, extensions, additions and improvements, and apply the remainder of the moneys so received by the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not legally qualified to act in the premises, subject to the provisions of Section 76 hereof with respect to extended, transferred or pledged coupons or claims for interest, first to the payment of the instalments of interest which are due and unpaid, in the order of their maturity, and next, if the principal of any of said bonds is due, to the payment of the principal and accrued interest thereon at the same rates as are expressed in the bonds pro rata without any preference or priority whatever, except as aforesaid. Whenever all that is due upon such bonds and instalments of interest and under any of the terms of this Indenture shall have been paid and all Defaults, as defined in Section 65 hereof, made good, the Trustee or Trustees in possession shall surrender possession to the Company, its successors or assigns, the same right of entry, however, to exist upon any subsequent Default, as defined in Section 65 hereof.

Section 69. Upon the occurrence of one or more Defaults, as defined in Section 65 hereof, the Trustees, by such officer or agent as they may appoint, with or without entry, may, if at the time such action shall be lawful, sell all the Mortgaged and Pledged Property as an entirety, or in such parcels as the holders of a majority in principal amount of the bonds Outstanding hereunder (determined as provided in Section 71 hereof) shall in writing request, or in the absence of such request, as the Trustees may determine, at public auction, at some convenient place in the City of Portland, Oregon, or such other place or places as may be required by law, having first given notice of such sale by publication in at least one Daily Newspaper, printed in the English language, and of general circulation