

then there shall be no event of default entitling the Trustees to exercise the rights and powers conferred by this Article), the Company, with the consent of the Trustees, may surrender and deliver to the Trustees or either of them full possession of the whole or of any part of the mortgaged property, for any period fixed or indefinite. In such event, the Trustees or either of them shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to their right, at any time subsequently when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession, though beyond the expiration of any prescribed period, and such Trustees or Trustee, from the time of entry, may have, hold, use, operate, manage and control the same in accordance with the provisions of, and shall receive and apply the income and revenues thereof as provided in, subdivision (1) of Section 10.03.

Upon application of the Trustees, and with the consent of the Company if then there be no subsisting event of default and without such consent if then there shall be a subsisting event of default, a receiver may be appointed to take possession of and to operate, maintain and manage the whole or any part of the mortgaged property, wheresoever the same may be situated; and the Company shall, upon demand of the Trustees, transfer and deliver to such receiver all such property, wheresoever the same may be situated; and the receiver shall have power to continue all then pending actions and to hold and enforce all such choses in action as have accrued or are to accrue to the Company, as well as all of the earnings, income and profits thereof, for the sole benefit of the Trustees and the holders of the bonds and coupons then outstanding, and with such other or further powers as the court making such appointment shall confer; and in every case, when a receiver of the whole or of any part of the mortgaged property shall be appointed under the provisions of this Section or otherwise, the net income and profits of such property shall be paid over and received by the Trustees for the benefit of the holders of the bonds hereby secured, and the Trustees shall be entitled to continue to retain possession and control of all cash, securities and/or stock now or hereafter held by or deliverable to them hereunder; but in the event of