

rights hereunder with respect to the mortgaged property, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.18. At any time hereafter before full payment of the Bonds secured hereby, and whenever it shall deem it to be expedient for the better protection or security of such Bonds (although then there shall be no default or event of default entitling the Trustee to exercise the right and powers conferred by this Article), the Borrower, with the consent of the Trustee, may surrender and deliver to the Trustee full possession of the whole or of any part of the mortgaged real and tangible personal property, for any period fixed or indefinite. In such event, the Trustee 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 its right, at any time subsequently when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period, and 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 apply the income and revenues thereof as provided in Section 9.03.

ARTICLE TEN

The Trustee

Section 10.01. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts as an ordinarily prudent trustee under a corporate mortgage, but only upon and subject to the following expressed terms and conditions:

- (a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning