ture in accordance with Article 18. Until an event of default hereunder shall occur and be continuing, any interest on such bonds and obligations and commercial paper which may be received by the Trustee shall be forthwith paid to the Company. Such bonds and obligations and commercial paper shall be held by the Trustee as a part of the trust estate; but, upon a like request of the Company, or at any time when the Trustee deems it desirable to increase the amount of cash in the trust estate, the Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds or other obligations or commercial paper so sold. In case the net proceeds (inclusive of interest) realized upon any sale shall amount to less than the amount invested by the Trustee (inclusive of accrued interest and commissions) in the purchase of the bonds or other obligations or commercial paper so sold, the Trustee shall within five days after such sale notify the Company in writing thereof and within five days thereafter the Company shall pay to the Trustee the amount of the difference between such purchase price and the amount so realized, and the amounts so paid shall be held by the Trustee in like manner and subject to the same conditions as the proceeds realized upon such sale. In case the net proceeds (inclusive of interest) realized upon any sale shall amount to more than the amount invested by the Trustee (inclusive of accrued interest and commissions) in the purchase of the bonds or other obligations or commercial paper so sold, the Trustee shall forthwith pay to the Company an amount in cash equal to the difference between such purchase price and the amount so realized.

Whenever the Company, upon any application for which provision is made in this Indenture in respect to the withdrawal of cash held by the Trustee, shall become entitled to the payment to it by the Trustee of any moneys theretofore deposited with or then held by the Trustee under this Indenture, the Company shall accept bonds or other obligations or commercial paper held by the Trustee as part of the trust estate pursuant to this § 10.06, to the extent that such bonds or other obligations shall be tendered to it by the Trustee in lieu of cash; and such

bonds or other obligations or commercial paper shall be accepted in lieu of such cash at the cost thereof to the trust estate.

The Trustee shall not be liable or responsible for any loss resulting from any investment or reinvestment pursuant to this § 10.06.

§ 10.07. Except as otherwise expressly permitted by this § 10.07, no cash held by the Trustee as a part of the trust estate shall be paid over to or upon the order of the Company or applied to the purchase or redemption of Bonds pursuant to this Article 10, if the Company is in default hereunder; and the Company shall deliver to the Trustee, in connection with each application by the Company for the withdrawal of any cash pursuant to this Article 10, an officers' certificate stating that the Company is not, and by the making or granting of the application will not be, in default in the performance of any of the terms or covenants of this Indenture. In case the trust estate shall be in the possession of one or more receivers lawfully appointed or of a trustee or trustees in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of Chapter X of An Act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, as amended) or of assignees for the benefit of creditors, the powers by this Article 10 conferred upon the Company with respect to the withdrawal of moneys on the basis of property additions, and with respect to the application of moneys held by the Trustee on account of construction or judgment liens or other liens prior to the lien of this Indenture to the payment, cancellation and discharge of the respective construction or judgment liens or other liens with respect to which such moneys were deposited, may be exercised by such receivers, trustees or assignees, with the approval of the Trustee if the Company is in default hereunder, and in such event a writing signed by such receivers, trustees or assignees, may be received by the Trustee in lieu of any certified resolution required by the provisions of this Article 10, and such receivers, trustees or assignees may make any certificate required by this Article 10 to be made by an officer or officers of the Company. If the Trustees hereunder shall be in possession of the trust estate under any provision of this Indenture, then all such powers by this Article 10 conferred upon the Company may be exercised by the Trustee in its discretion.