

shall be held by the Corporate Trustee as a part of the trust estate, but, upon Request, the Corporate Trustee shall sell all or any designated part of the same, and the proceeds of such sale shall be held by the Corporate Trustee as Deposited Cash. In case the net proceeds realized upon any sale, together with any interest held with respect thereto, shall amount to less than the principal amount or cost, whichever is less, of the bonds or other obligations so sold, the Company shall promptly pay to the Corporate Trustee the amount of the difference between the principal amount or cost, whichever is less, and the net proceeds and interest held with respect thereto, and the amount so paid shall be held by the Corporate Trustee as Deposited Cash. The Company, unless an Event of Default shall have happened and be continuing, shall be entitled to receive any amount realized from the sale, redemption or payment on maturity of the bonds or other obligations in excess of the purchase price thereof.

Whenever the Company shall be entitled to the withdrawal of Deposited Cash, the Company shall accept bonds or other obligations held by the Corporate Trustee as part of the trust estate pursuant to this Section 10.02 to the extent that such bonds or other obligations shall be tendered to the Company by the Corporate Trustee in lieu of cash, and such bonds or other obligations shall be accepted in lieu of cash at the cost thereof to the trust estate.

SECTION 10.03. Any corporation into which the Corporate Trustee may be merged or converted, or with which it may be consolidated, or which succeeds to substantially all the corporate trust business of the Corporate Trustee, or any corporation resulting from any merger, conversion or consolidation to which the Corporate Trustee shall be a party, if such corporation shall be a trust company or a banking corporation in good standing organized under the laws of the United States of America or the State of New York and shall have an office in the Borough of Manhattan, City and State of New York, and shall have a capital and surplus aggregating at least \$10,000,000, shall be the successor Corporate Trustee under this Indenture without the execution or filing of any paper or the performance of any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 10.04. Either Trustee may at any time resign and be discharged from the trusts hereby created by giving to the Company written notice of such resignation specifying a date when such resignation shall take