demand, and will pay to the Trustees from time to time their expenses and disbursements (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ). The Corporations also covenant to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expenses incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises.

Section 10.09. Subject to the provisions of Section 11.02 all moneys received by the Trustees shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds except to the extent required by law. The Trustee shall not be liable for interest on any moneys received by it hereunder and deposited in any of its departments.

Section 10.10.

(a) If any Trustee or Co-Trustee has or shall acquire any conflicting interest, such Trustee or Co-Trustee shall, within ninety (90) days after ascertaining that it or he has such conflicting interest, either eliminate the same or resign by giving notice to the Corporations within such period, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment, and the Corporations agree to take prompt steps to have a successor appointed in the manner provided in Section 10.13 hereof. A

Trustee or Co-Trustee shall be deemed to have a conflicting interest if such interest is a conflicting interest within the meaning of Section 310(b) (1) to (9) inclusive, of the Trust Indenture Act of 1939.

(b) A Trustee shall not be deemed to have a conflicting interest as defined in subdivision (a) of this section by reason of its having for itself or as a banker become a purchaser, seller or pledgee of Bonds or coupons pertaining thereto, it being understood that a Trustee may so deal with Bonds or coupons with the same rights that it would have if it were not Trustee and without liability or accountability to the Corporations or holders of Bonds or coupons on account thereof. It may act as depositary for any purpose for any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of or involving the enforcement of the Bonds, coupons or this Indenture whether or not any such committee shall represent the holders of a majority in amount of the Bonds or coupons outstanding hereunder.

(c) Upon giving notice of resignation as provided in subdivision (a) hereof, the resigning Trustee or Co-Trustee shall publish notice thereof in a newspaper published and of general circulation in the City of West Bend, Wisconsin, in a newspaper published and of general circulation in the City of Chicago, Illinois, and in a newspaper published and of general circulation in the City of Milwaukee, Wisconsin, once in each of three (3) successive calendar weeks. If the resigning trustee shall fail to publish such notice within ten (10) days after having given