

gence 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. The Company further covenants and agrees to pay interest to the Corporate Trustee upon all amounts paid, advanced or disbursed by the Corporate Trustee for which it is entitled to reimbursement or indemnity as herein provided. The Trustees shall have a lien on the trust estate and the proceeds thereof, prior to the lien of the Bonds, for all amounts agreed to be paid by, and for all obligations of, the Company under this subparagraph (i).

(j) Whenever in the administration of the trusts created by this Indenture the Trustees, or either of them, shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be proved and established by an Officers' Certificate delivered to the Corporate Trustee, but in their discretion the Trustees may in any event require such further or additional evidence as to them may seem reasonable.

(k) Except as provided in Section 10.02 hereof, the Corporate Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any moneys during the period such moneys remain on deposit with it, except such interest as the Corporate Trustee may agree with the Company to pay thereon.

(l) Either Trustee, or any corporation in or with which either Trustee may be interested or affiliated, or any officer or director or trustee or stockholder of the Corporate Trustee or of any such corporation, may acquire and hold Bonds in any capacity with the same rights as any other holder of Bonds, and the Corporate Trustee may act as depository, transfer agent, exchange agent, paying agent, registrar, custodian, escrow agent or fiscal agent for the Company or for any committee or other body, firm or corporation in respect of any Bonds or in respect of any other securities of the Company or any other corporation with the same rights the Corporate Trustee would have if it were not acting in any such capacity.