

paid or repaid, but may be held by the Corporate Trustee as part of the trust estate until such default or event of default has been remedied or waived pursuant to any of the provisions of Article Ten.

(r) In accepting the assignment and transfer to them of the mortgaged property, whether property, franchises, rights, securities, leases, contracts, licenses, permits, or whatever it may be, and whether under this Indenture or some indenture supplemental hereto, the Trustees act solely as trustees hereunder and not in their individual capacities, and all persons, other than the Company and the holders of bonds secured hereby, having any claim against the Trustees arising by reason of such assignment or transfer, shall look only to the mortgaged property for payment or satisfaction thereof.

(s) In any controversy that may arise between the Company and the United States, or any state, county or municipal authority, as to the legality or regularity of any tax, levy or impost that may be assessed upon the mortgaged property, or upon the bonds hereby secured, the Trustees shall have full power and authority, on behalf of the bondholders, or any one or more of them, upon election by them so to do, to intervene in any such proceedings or controversy, and to institute and maintain any litigation, either at law or in equity, in the appropriate jurisdiction, in respect of the same, but there shall be no duty imposed hereby upon the Trustees to take such action in this behalf unless and until they shall have been requested in writing so to do by the holders of not less than 10% in principal amount of the bonds then outstanding hereunder and indemnity satisfactory to them for all costs and expenses to be incurred in and about said litigation shall have been furnished or tendered to the Trustees, and any expense so incurred shall be a charge against the bondholders requesting such action.

SECTION 11.02. The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, and the Company agrees from time to time to pay such compensation (which shall not be limited by any provision of law with regard to compensation of fiduciaries or of a trustee of an express trust) and to reimburse the Trustees and save them harm-