

opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own names, nor unless also such holder or holders shall have offered to the Trustees security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustees shall have refused or neglected to comply with such request within a reasonable time; and, subject to the provisions of §14.02, such notification, request and offer of indemnity are hereby declared, in every such case, unless waived in writing by the Trustees, to be conditions precedent to the execution of the powers and trusts of this Indenture by any Bondholder and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder taken by any Bondholder; it being understood and intended that no one or more holders of Bonds or coupons shall have any right in any manner whatever hereunder or under the Bonds or coupons by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder, at law or in equity, shall be instituted, had and maintained in the manner herein provided and for the ratable benefit of all holders of such Bonds and coupons. Nothing herein contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on his Bonds at and after the maturity of such principal or interest, or the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest on each of the Bonds to the respective holders thereof, in either case at the time and place in the Bonds and coupons expressed.

Anything to the contrary notwithstanding contained in this §10.12, the parties to this Indenture and the Bondholders agree that the court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustees for any action taken or omitted by them or either of them as Trustees, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and