

§ 8.13. No holder of any Bond or appurtenant coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust hereunder, including the appointment of a Receiver, or for any other remedy hereunder, unless such holder previously shall have delivered to the Trustee written notice that some one or more specified Events of Default has happened and is continuing, nor unless also the holders of at least 25% in principal amount of the Bonds then outstanding shall have requested the Trustee in writing, and shall have afforded to it reasonable opportunity, either to proceed to exercise specific powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, nor unless also one or more holders of Bonds shall have offered to the Trustee adequate security and indemnity, satisfactory to it, against the costs, expenses and liabilities to be incurred therein or thereby, nor unless also the Trustee shall have refused or neglected to act on such notification, request and offer of indemnity within a reasonable time (which in no event shall be less than 60 days); and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for foreclosure, including the appointment of a Receiver, or for any other remedy hereunder, it being understood and intended that no holder or holders of Bonds and coupons shall have any right in any manner whatever 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 at law or in equity shall be instituted, had or maintained in the manner herein provided, and for the equal benefit of all holders of the outstanding Bonds and coupons.

Nothing contained in this § 8.13 or elsewhere in this Indenture or in the Bonds shall alter or impair the obli-