

gation of the Companies, which is absolute and unconditional, to pay the principal of the Bonds and the interest thereon to the respective holders thereof at the time and place, in the amount, and in the currency prescribed in such Bonds, or affect or impair the right of action at law, which is also absolute and unconditional, of such holders to enforce such payments.

Anything to the contrary contained in this § 8.13 notwithstanding, the parties to this Indenture and the Bondholders agree as follows:

A 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 Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this subparagraph shall not apply to any suit instituted, directly or through an agent or agents, by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than ten per cent in principal amount of the Bonds outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal of or premium, if any, or interest on his Bonds at and after the respective due dates of such principal or premium, if any, or interest expressed in his Bonds.

§ 8.14. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of the Bonds is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition