

Bonds or the rights of any Holder thereof, or to authorize the Trustees, or either of them, to vote in respect of the claim of any Bondholder in any such proceeding.

The Trustees, to the extent permitted by law, shall be entitled to sue and recover judgment and/or to file and prove such claim as aforesaid either before or after or during the pendency of any Proceedings for the enforcement of the Lien of this Indenture upon the Mortgaged and Pledged Property.

Section 12.21. No Bondholder 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 trustee, or for any other remedy hereunder, unless (a) such Holder previously shall have delivered to the Trustees written notice that one or more Events of Default, which Events of Default shall be specified in such notice, has occurred and is continuing, and (b) the Holders of not less than 25% in principal amount of the then Outstanding Bonds shall have requested the Trustees in writing and shall have afforded to them reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own name, and (c) one or more Bondholders shall have offered to the Trustees adequate security and indemnity, satisfactory to them, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustees, or either of them, shall have refused or neglected to act on such notification, request and offer of indemnity for at least 60 days and no direction inconsistent with such notification shall have been given to the Trustees by Holders of not less than a majority in principal amount of the Outstanding Bonds; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustees, or either of them, to be conditions precedent to the exercise 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 trustee, or for any other remedy hereunder; it being understood and intended that no Bondholder shall have any right in any manner whatsoever by his action to affect, disturb or prejudice the rights of any other Holder or the Lien of this Indenture, or obtain or seek to obtain priority or preference over any other Holder, or to enforce any right hereunder, except in the manner herein provided to the extent permitted by law, and that all proceedings at law or in equity shall be instituted, had or maintained in the manner herein provided, and for the equal and ratable benefit of all Holders of the Outstanding Bonds.

Section 12.22. Notwithstanding any other provision of this Indenture, the right of any Holder of any Bond to receive payment of the principal of, premium, if any, and interest on such Bond, on or after the respective Stated Maturities expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective Stated Maturities, shall not be impaired or affected without the consent of such Holder, except that no Bondholder may institute any such suit if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver, or loss of the Lien of this Indenture upon any property subject hereto.

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