

(4) the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Obligor in question for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with such Obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation;

(5) the term "Obligor" shall mean any of the Obligors and any person who is liable upon the Bonds issued under this Indenture.

Section 7.11. The Obligors and the Trustee agree, and it shall be a condition precedent to the right of the Obligors or any Bondholder or any other person to institute any suit, action or proceeding against the Trustee for any action taken or omitted by it as trustee in violation or alleged violation of its duties or responsibilities under this Article, or under Article Five of this Indenture, that any court may in its discretion require in any such suit, action or proceeding the filing by any party litigant therein of an undertaking to pay the costs thereof, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees against any party litigant in such suit, action or proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, that the provisions of this section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than ten percent 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 interest on any Bond, on or after the respective due dates expressed in such Bond.