(b) For the purposes of this Section, or any other Section of this Indenture where reference is made to the holders of a specified portion or percentage of principal amount of bonds then outstanding, in determining whether the holders of the required principal amount of bonds have concurred in any such direction, or any consent or other action, bonds owned by the Corporations, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporations shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying upon any such direction or consent, only bonds which the Trustee knows are so owned shall be so disregarded.

(c) For the purpose of this Section, the term "Corporations" shall include any other obligor on the bonds outstanding hereunder.

(d) The provisions of this Section are subject to the provisions of Section 10.03 of Article Ten.

Section 8.10. The Trustee hereby appointed by the successive respective holders of the bonds and coupons by taking and holding the same shall be conclusively deemed to have so appointed the Trustee the true and lawful attorney-in-fact of the respective holders of the bonds and coupons, with authority to make or file in the respective names of the holders of the bonds and/or coupons or in behalf of all holders of the bonds and/or coupons, as a class, any proof of debt, amendment to proof of debt, petition or other document; to receive payment of any sums becoming distributable on account thereof; to execute any other papers and documents and to do and perform any and all acts and things for and in the respective names of the holders of the bonds

and/or coupons or for or in behalf of all holders of the bonds and/or coupons as a class, as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the holders of the bonds and/or coupons against the Corporations allowed in any equity receivership, insolvency, liquidation, bankruptcy, or other proceedings to which the Corporations shall be a party; and to receive payment of or on account of such claims. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 8.11. (a) No holder of any bond or coupons 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 hereof or for the appointment of a receiver or any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of a default and of the continuance thereof as hereinbefore provided, nor unless also the holders of twenty-five per cent. (25%) in principal amount of the bonds then outstanding hereunder shall have made written request to the Trustee and shall have afforded it reasonable opportunity to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; nor unless they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby without negligence or bad faith; and no bondholder shall be entitled to institute any such suit if and to the extent that the institution or prosecution of such suit or the entry of judgment therein would under applicable law result in the surrender, impairment, waiver or loss of the