

Section 10.10. Acceptance and Transfer of Trust. Any successor Trustee appointed hereunder shall execute and deliver to the Issuer an instrument accepting such appointment. Thereupon such successor Trustee, without any further act, shall become duly vested with all the trust estate and the rights, powers, trusts, duties and obligations of its predecessor.

Section 10.11. Successor Trustee by Merger, Etc. Any corporation into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business assets as a whole or substantially as a whole, shall, without any further act, be the successor Trustee hereunder.

Section 10.12. Expenses. The Trustee shall be entitled to reasonable fees and expenses, including counsel fees, for its services hereunder.

#### ARTICLE XI

##### AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 11.01. Amendments, Supplements and Waivers without Consent of Bondholders. This Indenture or the Agreement may be amended or supplemented from time to time by the parties thereto without the consent of or notice to the Bondholders for any of the following purposes:

- (i) to cure any ambiguity, omission, formal defect or inconsistency;
- (ii) to provide for the issuance of Additional Bonds; or
- (iii) to make any change which, in the judgment of the Trustee in reliance upon an Opinion of Counsel, does not adversely affect the rights of the holders of any Bonds.

The Agreement shall be revised from time to time, if necessary, in order that the payments thereunder by the Corporation shall at all times produce revenues sufficient to pay interest on the Bonds and to assure that there will be sufficient revenues in the Bond Fund to pay the principal of the Bonds when due.

Any obligation of the Issuer under this Indenture or the Agreement or of the Corporation under the Agreement may be waived by the Trustee without the consent of or notice to the

10301

4328 RV-2