

Bondholders if such waiver, in the judgment of the Trustee in reliance upon an Opinion of Counsel, does not adversely affect the rights of any holder of any Bond.

Section 11.02. Amendments, Supplements and Waivers with Consent of Bondholders. This Indenture or the Agreement may be amended or supplemented from time to time by the parties thereto with the written consent of holders of not less than a majority in aggregate principal amount of the outstanding Bonds adversely affected by such amendment or supplement.

Any obligation of the Issuer under this Indenture or the Agreement or of the Corporation under the Agreement may be waived by the Trustee with the written consent of holders of not less than a majority in aggregate principal amount of the outstanding Bonds adversely affected by such waiver.

However, without the consent of the holder of each Bond so affected, no such amendment, supplement or waiver and no waiver pursuant to Section 9.08 shall:

(i) reduce the percentage of the principal amount of Bonds the holders of which must consent to any such amendment, supplement or waiver;

(ii) reduce the rate or extend the time of payment of interest on any Bond;

(iii) reduce the principal or premium, if any, on any Bond or extend the time or times of payment thereof whether at maturity, upon redemption or otherwise;

(iv) permit termination of the Agreement;

(v) reduce the amounts payable pursuant to Section 4.1 of the Agreement; or

(vi) change the dates when amounts payable pursuant to Section 4.1 of the Agreement are due.

Section 11.03. Other Consents. This Indenture may not be amended or supplemented without the consent of the Corporation. The Agreement may not be amended or supplemented without the consent of the Trustee. No obligation of the Issuer under this Indenture or the Agreement may be waived without the consent of the Corporation.

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