

MODIFICATION AND SUBORDINATION OF TRUST INDENTURE

Section 1. Bondholders Consent Required. Subject to the terms and provisions of this Section, holders of at least 66 2/3% in principal amount of the bonds outstanding shall have the right to consent to the execution by the Issuer and the Trustee of such supplemental indentures hereto as shall be deemed necessary by them for the purpose of modifying or amending any terms or provisions in this Indenture, or in any supplemental indenture or in the bonds; provided that no such change shall, without the consent of the holder of any bond affected thereby:

(a) extend the maturity of such bond, reduce the rate of interest, or otherwise change the terms of payment of principal or interest, or impair the right of a bondholder to institute suit for the enforcement of payment of principal or interest on or after the respective due date thereof; or

(b) otherwise than permitted herein, permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the trust estate; or

(c) reduce the percentage required by the provisions of this Section for the taking of any action under this Section.

If the Issuer shall request the Trustee to enter into a supplemental indenture pursuant to this section, the Trustee, unless it believes that such supplemental indenture shall contain provisions which affect rights of the Trustee to which it is unwilling to assent, shall at the expense of the Issuer, cause notice of the proposed execution of such supplemental indenture to be mailed to the owner's or owners' address as it appears on the bond registry.

Whenever at any time within six months from the date of the mailing of such notice the Issuer shall deliver to the Trustee an instrument executed by holders of at least 66 2/3% in principal amount of the bonds then outstanding consenting to the substance of the proposed modifications, the Trustee may execute said supplemental indenture in substantially the form of the copy thereof in file with the Trustee, without liability to any bondholder, whether or not such bondholders shall have consented thereto.

Whenever the consent of bondholders is required for any proposed change, modification, addition, elimination or subordination of the Trust Indenture or otherwise, the Trustee may cause a copy of the same to be mailed to the owner of each outstanding bond at the address shown on the bond register maintained by the Registrar. The Trustee shall be entitled to treat the failure of any bondholder to reply within thirty (30) days after mailing of notice of the same as a consent or rejection, as indicated in the notice, of the proposed action specified in the notice. The Trustee shall be the sole judge of the validity and regularity of all consents filed under this section, and may require evidence satisfactory to it that the signer of such consent is lawfully entitled to execute the same. Any required action or consent of bondholders may also be obtained from a vote of the bondholders present or represented by proxy at a meeting called by the Trustee upon thirty (30) days prior written notice.

Section 2. Bondholder Consent Not Required. In addition to all other provisions of this Article, when authorized by resolution of the governing body of the Issuer, the Issuer and the Trustee, without any notice to or action on the part of the bondholders, may enter into a supplemental indenture as may or shall be deemed necessary, for any of the following purposes among others:

(a) to correct the description of the property hereby conveyed or pledged, or to assign, convey or mortgage unto the Trustee additional property of the Issuer which by error was omitted from the specific description hereinbefore contained, or which may be acquired by the Issuer hereafter;

(b) to add additional covenants to the covenants of the Issuer for the protection of the bondholders and of the Premises;

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