

Section 9.08. Waiver of Defaults. Subject to Section 11.02, any existing default or Event of Default hereunder and its consequences may be waived by notice to the Trustee by the holders of not less than a majority in aggregate principal amount of all Bonds then outstanding.

Section 9.09. Intervention by Trustee. The Trustee may intervene on behalf of the Bondholders in any judicial proceeding to which the Issuer or the Corporation is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Bondholders. The Trustee may file and prove claims in any such proceeding and may collect, receive and distribute any moneys or assets on account of such claims.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of Trust. The Trustee accepts the trusts hereby created, but only upon the additional terms set forth below and in this Article:

(a) No Responsibility for Recitals, Etc. The Trustee shall not be responsible for any recitals, statements or representations of the Issuer in this Indenture or the Bonds.

(b) Use of Agents. The Trustee may act through agents. The Trustee shall not be answerable for the default or misconduct of any agent selected by it with reasonable care.

(c) Reliance on Counsel. The Trustee may request and act upon the opinion or advice of counsel concerning all trust matters and its duties hereunder. The Trustee may request and act upon an Opinion of Bond Counsel as to such matters as the Trustee may reasonably request concerning the issuance of Additional Bonds. The Trustee shall not be responsible for any action taken or omitted by it in good faith reliance upon an Opinion of Counsel.

(d) Exercise of Discretion. The Trustee shall not be answerable for the exercise of any discretion hereunder, except only its own bad faith or negligence.

(e) Standard of Care. If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers hereunder, and use the same degree