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Whenever at any time within six months from the date of the first publication of said notice the Obligor 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 on file with the Trustee, without liability, subject to the provisions of Section 8.02 and 8.03, to any Bondholder, whether or not such Bondholder shall have consented thereto.

Section 10.02. Bondholder Consent not Required. (a) In addition to all other provisions of this Article, when authorized by resolution of the Governing Board of the Obligor, the Obligor and the Trustee, without any notice to or action on the part of the Bondholders, may enter into such supplemental indenture as may or shall be deemed necessary, for any of the following purposes, among others:

- (1) to correct the description of the property hereby conveyed or pledged, or to assign, convey or mortgage unto the Trustee additional property of the Obligor which by error was omitted from the specific description hereinbefore contained, or which may be acquired by the Obligor hereafter;
- (ii) to add to the covenants of the Obligor for the protection of the Bondholders and of the mortgaged property any additional covenants;
- (iii) to set forth the amounts, denominations, interest rates, redemption prices, maturities, and other particulars of the Bonds of any subsequent series; or
- (iv) for any other purpose not inconsistent with the terms of this Indenture, and which shall not impair the security of the same.
- (b) In each and every case provided for in this Article, the Trustee shall be entitled to exercise its uncontrolled discretion in determining whether or not any proposed supplemental indenture is necessary or desirable, having in view the needs of the holders of Bonds theretofore issued hereunder; and the Trustee shall be under no responsibility or liability to the Obligor or to any holder of any Bond for any act which it may do or decline to do in good faith, subject to the provisions of this Article in the exercise of such discretion.

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