

(a) it is an obligation of a debtor-in-possession as described in Section 1107 of the Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to Section 1104 of the Bankruptcy Code) (a “Debtor”) organized under the laws of the United States or any State therein;

(b) it is paying interest on a current basis;

(c) its terms have been approved by an order of the U.S. Bankruptcy Court, the U.S. District Court, or any other court of competent jurisdiction, the enforceability of which order is not subject to any pending contested matter or proceeding (as such terms are defined in the Federal Rules of Bankruptcy Procedure) and which order provides that:

(i) it is secured by liens on the Debtor’s otherwise unencumbered assets pursuant to Section 364(c)(2) of the Bankruptcy Code;

(ii) it is secured by liens of equal or senior priority on property of the Debtor’s estate that is otherwise subject to a lien pursuant to Section 364(d) of the Bankruptcy Code;

(iii) it is secured by junior liens on the Debtor’s encumbered assets (*provided* that it is fully secured based upon a current valuation or appraisal report); or

(iv) if it or any portion of it is unsecured, its repayment retains priority over all other administrative expenses pursuant to Section 364(c)(1) of the Bankruptcy Code and Rating Agency Confirmation has been obtained;

(d) unless Rating Agency Confirmation has been obtained from S&P, it has a rating from S&P no lower than “CCC” (which rating shall have been confirmed by S&P since the most recent filing of any petition or proceeding in bankruptcy); and

(e) to the extent not prohibited by applicable confidentiality agreements, any notices related to its restructuring or amendment will be forwarded to each Rating Agency.

“Discount Obligation”: Any (a) Loan purchased at a price that is less than 85% of its par value, or, if it has a Moody’s Obligation Rating of at least “B3,” less than 80% of its par value, until such time as its Market Value has remained equal to or greater than 90% of its par value for 30 consecutive days, or (b) bond purchased at a price that is less than 80% of its par value, or, if it has a Moody’s Obligation Rating of at least “B3,” less than 75% of its par value, until such time as its Market Value has remained equal to or greater than 85% of its par value for 30 consecutive days. Any Collateral Obligation that would otherwise be considered a Discount Obligation but that is purchased with the proceeds of a sale of a Collateral Obligation that was not a Discount Obligation at the time of purchase will not be considered a Discount Obligation if such Collateral Obligation (a) together with all such Collateral Obligations excluded from the definition of Discount Obligations on or prior to the date of determination have a cumulative Aggregate Principal Balance of no more than \$20 million, (b) has been purchased or committed to be purchased within five Business Days of such sale, (c) has been purchased at a purchase price of at least 65% and that was equal to or greater than the sale price of the sold Collateral Obligation, and (d) its rating (if any) from each Rating Agency is equal to or greater than such