

(iii) makes a general assignment for the benefit of creditors or (iv) takes any action for the purpose of effecting any of the foregoing.

If at any time the amounts reasonably expected to be available to the Issuer for payment of Administrative Expenses for the current Due Period (as certified by the Investment Manager in its reasonable judgment) is less than the Dissolution Expenses, then notwithstanding any other provision of this Indenture, the Issuer shall no longer be required to obtain annual opinions under Section 7.6 or accountants reports under Section 10.6 and Section 10.8, and failure to obtain such opinions or reports shall not constitute a Default or Event of Default under clause (c).

Upon the receipt of written notice or actual knowledge of the occurrence of an Event of Default, each of (i) the Issuers, (ii) the Trustee and (iii) the Investment Manager shall notify each other in writing, which may be by facsimile or electronic mail, and the Trustee on behalf of the Co-Issuers shall promptly notify any Hedge Counterparty, the Holders, the Initial Purchaser, each Paying Agent, the Depositary and each Rating Agency in writing.

Section 5.2. Acceleration of Maturity; Rescission and Annulment.

(a) If an Event of Default should occur and be continuing (other than an Event of Default specified in Sections 5.1(f) or (g)), the Trustee may, with the consent of the Controlling Party, and shall, upon written direction of the Controlling Party, by notice to the Co-Issuers (with a copy to the Investment Manager, each Rating Agency, each Holder and any Hedge Counterparty), declare the principal of all of the Notes to be immediately due and payable. Upon any such declaration such principal, together with all accrued and unpaid interest thereon and other amounts payable thereunder (collectively, "Accelerated Amounts"), shall become immediately due and payable and the Reinvestment Period shall terminate. If an Event of Default specified in Section 5.1(f) or (g) occurs, all Accelerated Amounts shall automatically become due and payable without any declaration or other act on the part of the Trustee or any Holder and the Reinvestment Period shall terminate.

(b) At any time after such a declaration of acceleration of maturity has been made and before a judgment or decree for payment of amounts due has been obtained by the Trustee as hereinafter provided in this Article V, the Trustee shall, upon written direction of the Controlling Party, rescind and annul such declaration and its consequences, by written notice to the Issuer and the Investment Manager (with a copy to each Holder and any Hedge Counterparty), if:

(i) the Issuer has caused the payment of or deposited with the Trustee a sum sufficient to pay in accordance with the Priority of Payments:

(A) all overdue payments of interest on and principal of the Notes (other than amounts payable solely as a result of an acceleration of the Notes) in accordance with the Priority of Payments;

(B) to the extent that payment of such interest is lawful, interest upon Deferred Interest and, to the extent applicable, Defaulted Interest at the applicable Interest Rates;