

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers contemplated hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it unless such risk or liability relates to its ordinary services to be performed under this Indenture.

(d) For all purposes under this Indenture, the Trustee shall not be deemed to have notice or knowledge of any Event of Default described in Section 5.1(e) through (g) or any Default described in Section 5.1(c) unless a Trust Officer assigned to and working in the Corporate Trust Office has actual knowledge thereof or unless written notice of any event which is in fact such an Event of Default is received by the Trustee at the Corporate Trust Office. For purposes of determining the Trustee's responsibility and liability hereunder, whenever reference is made in this Indenture to such an Event of Default, such reference shall be construed to refer only to such an Event of Default of which the Trustee is deemed to have notice as described in this Section.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

(f) The Trustee shall deliver all notices to the Holders forwarded to the Trustee by the Issuer or the Investment Manager for such purpose.

(g) The Trustee shall, upon reasonable (but in no case fewer than two Business Days') prior written notice to the Trustee, permit any representative of a Securityholder, during the Trustee's normal business hours, to examine all books of account, records, reports and other papers of the Trustee relating to the Collateral or the Notes (subject to any confidentiality, use or other restrictions contained in documents, reports or records provided to the Trustee by third-parties), to make copies and extracts therefrom (the reasonable out-of-pocket expenses incurred in making any such copies or extracts to be reimbursed to the Trustee by such Holder) and to discuss the Trustee's actions, as such actions relate to the Trustee's duties with respect to the Collateral or the Notes, with the Trustee's officers and employees responsible for carrying out the Trustee's duties with respect to the Collateral or Notes.

Section 6.2. Notice of Default or Acceleration.

Promptly (and in no event later than three Business Days) after the occurrence of an Event of Default (unless such Event of Default has been cured or waived) known to the Trustee or after any declaration of acceleration pursuant to Section 5.2, the Trustee shall give notice to the Investment Manager, the Co-Issuers, any Hedge Counterparty, each Rating Agency, the Initial Purchaser, each Paying Agent, the Depository and each Holder of such Event of Default.

Section 6.3. Certain Rights of Trustee.

Except as otherwise provided in Section 6.1, 8.1 and 8.2: