

Section 7.11. Successor Substituted.

Upon any consolidation or merger, or transfer or conveyance of all or substantially all of the assets of the Issuer or the Co-Issuer, in accordance with Section 7.10 hereof, the Person formed by or surviving such consolidation or merger (if other than the Issuer or the Co-Issuer), or, the Person to which such consolidation, merger, transfer or conveyance is made, shall succeed to, and be substituted for, and may exercise every right and power of, and shall be bound by each obligation and covenant of, the Issuer or the Co-Issuer, as the case may be, under this Indenture with the same effect as if such Person had been named as the Issuer or the Co-Issuer, as the case may be, herein. In the event of any such consolidation, merger, transfer or conveyance, the Person named as the "Issuer" or the "Co-Issuer" in the first paragraph of this Indenture or any successor which shall theretofore have become such in the manner prescribed in this Article VII may be dissolved, wound-up and liquidated at any time thereafter, and such Person thereafter shall be released from its liabilities as obligor and maker on all of the Securities and from its obligations under this Indenture.

Section 7.12. No Other Business.

The Issuer shall not engage in any business or activity other than issuing and selling the Securities and the Preferred Shares, acquiring, owning, holding and pledging and selling Collateral Obligations and other Collateral in connection therewith, establishing Tax Subsidiaries for the management of Equity Work-Out Securities and lending Collateral Obligations pursuant to a Securities Lending Agreement and the Co-Issuer shall not engage in any business or activity other than issuing and selling the Co-Issued Securities and, with respect to each of the Co-Issuers, such other activities which are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith. The Issuer and the Co-Issuer will not amend their Governing Documents without Rating Agency Confirmation from S&P and will provide a copy of the proposed amendment to Moody's so long as Moody's is a Rating Agency with respect to any Rated Notes and will provide copies of any executed amendment to each Rating Agency.

Section 7.13. Notice of Changes in Ratings.

The Issuer shall promptly notify the Trustee in writing (which shall promptly notify the Holders and the Investment Manager) if at any time the rating of any Rated Notes has been changed or withdrawn.

Section 7.14. Reporting.

At any time when any Applicable Issuer is not subject to Section 13 or 15(d) of the Exchange Act and is not exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, upon the written request of a Holder or Certifying Person, such Applicable Issuer shall promptly furnish or cause to be furnished Rule 144A Information, and deliver such Rule 144A Information, to such Holder or Certifying Person, to a prospective purchaser designated by such Holder or beneficial owner or to the Trustee for delivery to such Holder or Certifying Person or a prospective purchaser designated by such Holder or Certifying Person, in order to permit required or protective compliance by any such Holder or Certifying Person with Rule 144A in