

(viii) To the payment of (A) interest on the Class B Notes, including any Defaulted Interest and interest thereon and interest on Deferred Interest, and then (B) Deferred Interest on the Class B Notes.

(ix) If any Class B Coverage Test is not satisfied as of the related Determination Date, to the payment of principal on the Class A Notes and the Class B Notes in accordance with the Principal Payment Sequence, until each such test is satisfied as of such Determination Date.

(x) To the payment of (A) interest on the Class C Notes, including any Defaulted Interest and interest thereon and interest on Deferred Interest, and then (B) Deferred Interest on the Class C Notes.

(xi) If any Class C Coverage Test is not satisfied as of the related Determination Date, to the payment of principal on the Senior Notes in accordance with the Principal Payment Sequence, until each such test is satisfied as of such Determination Date.

(xii) To the payment of (A) interest on the Class D Notes, including any Defaulted Interest and interest thereon and interest on Deferred Interest, and then (B) Deferred Interest on the Class D Notes.

(xiii) If any Class D Coverage Test is not satisfied as of the related Determination Date, to the payment of principal on the Rated Notes in accordance with the Principal Payment Sequence until each such test is satisfied as of such Determination Date.

(xiv) In the event that (A) an Effective Date Ratings Confirmation Failure has occurred and is continuing on the first Distribution Date, to the purchase of Collateral Obligations, until Rating Agency Confirmation is obtained and (B) such Effective Date Ratings Confirmation Failure is continuing on any Distribution Date thereafter, to the payment of principal on the Rated Notes, in accordance with the Principal Payment Sequence, in each case until Rating Agency Confirmation is obtained or, if earlier, until each such Class is paid in full.

(xv) If, during the Reinvestment Period, the Supplemental Diversion Test is not satisfied as of the related Determination Date, then an amount equal to the lesser of (x) 50% of the remaining Interest Proceeds and (y) the amount necessary to satisfy such test, to the Collection Account as Principal Proceeds for the purchase of Collateral Obligations.

(xvi) To the payment of any amounts required to be paid to any Hedge Counterparty in respect of the complete or partial termination of the related Hedge Agreement (where the Issuer is not the sole affected party or the sole defaulting party).

(xvii) To the payment of accrued Administrative Expenses (in the order specified in the definition thereof), to the extent not paid under clause (ii) above.