

In determining whether the holders of the requisite percentage of Securities have given any direction, notice or consent, Securities owned by the Issuer or any Affiliate (as defined in the Indenture) thereof will be disregarded and deemed not to be outstanding.

Each registered holder of a Security or Certifying Person will have the right, only after the occurrence and during the continuance of an Event of Default or other default under the Indenture and upon five Business Days' prior written notice to the Trustee, to obtain a complete list of the registered holders of the Securities (and any Certifying Persons); *provided, however*, that each owner of an interest in a Security agrees by acceptance of such list that it will use the list for no purpose other than the exercise of its rights under the Indenture. At any other time, a securityholder or Certifying Person may request that the Trustee forward a notice to the other securityholders and Certifying Persons on its behalf.

#### **Payments after an Acceleration of Maturity**

If an Event of Default has occurred but no acceleration has occurred, payments will be made on each Distribution Date in accordance with the Priority of Interest Proceeds and Priority of Principal Proceeds. If an Event of Default has occurred and has not been cured or waived and acceleration has occurred, but the Trustee has not received a direction to liquidate the Collateral, payments will be made on each Distribution Date in accordance with the Priority of Post-Acceleration Payments. Upon receipt of a direction to liquidate the Collateral, the Trustee shall suspend all payments pursuant to this Indenture until the date or dates designated by the Trustee for distribution (the "Liquidation Distribution Date"). The application of any money thereafter collected by the Trustee (net of any sale expenses) pursuant to this the Indenture and any funds that may then be held or thereafter received by the Trustee shall be applied on each Liquidation Distribution Date, in accordance with the Priority of Post-Acceleration Payments.

#### **Amendments of the Indenture**

The Issuer, the Co-Issuer and the Trustee may, but will not be required to, amend the Indenture or the Notes:

- (a) without the consent of any holder of Securities, but subject to Rating Agency Confirmation from S&P (other than under clause (ix) below with respect to achieving FATCA Compliance) for the following purposes:
  - (i) evidencing the succession of another person as Issuer, Co-Issuer or Trustee;
  - (ii) adding to the covenants of either of the Co-Issuers or the Trustee, for the benefit of the holders of Securities, or surrendering any right of either of the Co-Issuers;
  - (iii) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee;
  - (iv) providing for a successor Trustee;
  - (v) correcting or amplifying the description of any property at any time subject to the lien of the Indenture;
  - (vi) modifying restrictions on transfer of the Securities in accordance with applicable law or enabling the Co-Issuers to rely on any less restrictive exemption from registration under the Securities Act, the Investment Company Act or other applicable law;
  - (vii) correcting any inconsistency or typographical or other error; curing any defect or ambiguity; or conforming the Indenture to the final offering memorandum of the Co-Issuers; *provided that*, so long as the Class A-1 Notes are Outstanding, if holders of at least 25% of the Aggregate Outstanding Amount of the Class A-1 Notes have provided written notice of its objection to the Trustee within 15 Business Days of notice of such proposed amendment setting out reasonable basis for such holders' determination that such amendment would have a material and adverse effect on the interests of the Class A-1 Notes, such amendment must be proposed pursuant to clause (f); *provided, however*, that if additional Class A-1 Notes have been issued after the Closing Date, the threshold for objection will be the percentage determined by multiplying 25% by the ratio (expressed as a percentage) obtained by dividing (A) the