

Business Days after the Ramp-Up End Date, the ratings assigned on the Closing Date to the Senior Notes.

(b) The Issuer shall pay for continuous rating surveillance by S&P of the Senior Notes rated by S&P and by Moody's of the Senior Notes rated by Moody's, so long as any of such Notes remain Outstanding and shall provide to S&P the Excel Default Model Input File, so long as any Outstanding Notes are then rated by S&P, on the Ramp-Up End Date and pursuant to Section 10.6(a). For purposes of determining the current rating of the Senior Notes at any time, the Issuer shall refer to the Moody's website at <http://www.moody.com>. The Co-Issuers shall promptly notify the Trustee and the Collateral Manager in writing (and the Trustee shall promptly provide the Holders and the Administrator with a copy of such notice) if at any time the rating of any such Class of Senior Notes has been, or is known will be, changed or withdrawn.

#### Section 7.15 Reporting.

At any time when the Co-Issuers are not subject to Section 13 or 15(d) of the Exchange Act and are not exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, upon the request of a Holder or beneficial owner of a Note, the Co-Issuers shall promptly furnish or cause to be furnished "Rule 144A Information" to such Holder or beneficial owner, to a prospective purchaser of such Note designated by such Holder or to the Trustee for delivery to such Holder or beneficial owner or a prospective purchaser designated by such Holder or beneficial owner, as the case may be, in order to permit compliance by such Holder or beneficial owner of such Note with Rule 144A under the Securities Act in connection with the resale of such Note by such Holder or beneficial owner of such Note. "Rule 144A Information" shall be such information as is specified pursuant to Rule 144A(d)(4) under the Securities Act (or any successor provision thereto).

#### Section 7.16 Calculation Agent.

(a) The Issuer hereby agrees that for so long as any Senior Notes remain Outstanding there will at all times be an agent appointed (which does not control or is not controlled or under common control with the Issuer or its Affiliates or the Collateral Manager or its Affiliates) to calculate LIBOR in respect of each Periodic Interest Accrual Period in accordance with the terms of Schedule 5 hereto (the "Calculation Agent"). The Issuer has initially appointed the Trustee as Calculation Agent. The Calculation Agent may be removed by the Issuer or the Collateral Manager, on behalf of the Issuer, at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer or the Collateral Manager, on behalf of the Issuer, or if the Calculation Agent fails to determine any of the information required to be published in the *Daily Official List* of the Irish Stock Exchange, as described in subsection (b), in respect of any Periodic Interest Accrual Period, the Issuer or the Collateral Manager, on behalf of the Issuer, will promptly appoint a replacement Calculation Agent which does not control or is not controlled by or under common control with the Issuer or its Affiliates or the Collateral Manager or its Affiliates. For so long as any Listed Securities are listed on the Irish Stock Exchange and the rules of such exchange so require, notice of the appointment of any replacement Calculation Agent shall be published by or on behalf of the Issuer in the *Daily Official List* of the Irish Stock Exchange as promptly as practicable after such appointment. The Calculation Agent may not resign its duties without a successor having been duly appointed.