

delivered or required to be delivered to the Issuer pursuant to the Collateral Management Agreement.

(iv) Neither the Issuer nor the Collateral Manager will enter into any agreement amending or modifying the Collateral Management Agreement (other than in respect of an amendment or modification of the type that may be made to this Indenture without the consent of the Holder of any Note; *provided* that Rating Confirmation has been received for such amendment) without (i) the consent of a Majority of each Class of Notes entitled to vote or the percentage sufficient to meet the Noteholder requirements for such amendment if it were made to this Indenture, whichever is greater and (ii) receipt of Rating Confirmation therefor. Notwithstanding the foregoing, the parties to the Collateral Management Agreement, without the consent of any Holders, may amend any provision of the Collateral Management Agreement to reflect a change that is (i) of an inconsequential nature, (ii) clarifying any ambiguity, defect or inconsistency in the Collateral Management Agreement in a manner that is not adverse to the Issuer or the Holders or that solely conforms the provisions of the Collateral Management Agreement to the description thereof in the final Offering Circular relating to the Notes; *provided* that, if any Class of Senior Notes is then Outstanding, the Issuer has received Rating Confirmation for such amendment.

Neither the Issuer nor the Collateral Manager will select or consent to a successor manager under the Collateral Management Agreement without notifying each Rating Agency.

(v) Except as otherwise set forth herein and therein (including pursuant to Section 11 of the Collateral Management Agreement), the Collateral Manager shall continue to serve as Collateral Manager under the Collateral Management Agreement notwithstanding that the Collateral Manager shall not have received amounts due it under the Collateral Management Agreement because sufficient funds were not then available hereunder to pay such amounts in accordance with the Priority of Payments set forth under Section 11.1. The Collateral Manager agrees not to cause the filing of a petition in bankruptcy against the Co-Issuers for the nonpayment of the fees or other amounts payable by the Co-Issuers to the Collateral Manager under the Collateral Management Agreement until the payment in full of all Notes issued under this Indenture and the expiration of a period equal to one year and a day, or, if longer, the applicable preference period, following such payment.

*[Signature page follows.]*