

ARTICLE VIII
SUPPLEMENTAL INDENTURES

Section 8.1. Supplemental Indentures without Consent of Holders.

The Co-Issuers, when authorized by Board Resolutions, and the Trustee, at any time and from time to time may, but will not be required to, enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee:

(a) without the consent of any Holder, 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) to evidence the succession of another Person to either of the Co-Issuers and the assumption by any such successor Person of its covenants herein and in the Securities pursuant to Section 7.10 or 7.11;

(ii) to add to the covenants of either of the Co-Issuers or the Trustee for the benefit of the Holders or to surrender any right or power herein conferred upon either of the Co-Issuers;

(iii) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee;

(iv) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 6.10, 6.12 and 6.13;

(v) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or to better assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or to subject to the lien of this Indenture any additional property;

(vi) to modify the restrictions on and procedures for resale and other transfer of Securities in accordance with any change in any applicable law or regulation (or the interpretation thereof) or to enable the Co-Issuers to rely upon any less restrictive exemption from registration under the Securities Act, the Investment Company Act or other applicable law or to remove restrictions on resale and transfer to the extent not required thereunder, in each case as evidenced by an Opinion of Counsel;

(vii) to correct any inconsistency or typographical or other error, to cure any defect or ambiguity in this Indenture or to conform the Indenture to the Offering Memorandum; *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 their objection to the Trustee within 15 Business Days of notice of such proposed amendment setting out reasonable basis for such Holders'