

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 Section 8.2(a); *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 Aggregate Outstanding Amount of Class A-1 Notes issued on the Closing Date by (B) the Aggregate Outstanding Amount of Class A-1 Notes as of the date of determination);

(viii) to provide for and/or facilitate the issuance of Additional Securities to the extent permitted by Section 2.12 (including any Additional Equity Issuance) and to extend to such Additional Securities (to the extent explicitly provided herein) the benefits and provisions of this Indenture;

(ix) to take any action necessary or advisable (A) to prevent either of the Co-Issuers, the Trustee or any Paying Agent from being subject to withholding or other taxes, fees or assessments, including by achieving FATCA Compliance or (B) to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise being subjected to income tax in any jurisdiction outside its jurisdiction of incorporation;

(x) to make any change required by the stock exchange on which any Class of Securities is listed (or proposed to be listed), if any, in order to permit or maintain such listing or to facilitate the de-listing of any Class from an exchange;

(xi) to evidence or implement any changes thereto required by applicable law and related regulations (including, without limitation, the USA PATRIOT Act) to the extent that they are applicable to the Issuer;

(xii) to facilitate the delivery and maintenance of the Notes in accordance with the requirements of DTC, Euroclear or Clearstream,

(xiii) to reduce the Authorized Denominations of any Class subject to applicable law; *provided* that such reduction does not result in additional requirements in connection with listing the Securities on any stock exchange;

(xiv) to provide for and/or facilitate a Redemption Financing in accordance with Section 9.1;

(xv) to effect securities lending in accordance with Section 12.4; or

(xvi) to amend the Indenture or the Securities in any manner which the Issuer may determine will not materially and adversely affect the interest of any Holder or beneficial owner of Securities or any Hedge Counterparty (other than any Class and/or any Hedge Counterparty that has given any required consent to such supplemental indenture in accordance with Section 8.2); *provided* that, so long as the Class A-1 Notes are Outstanding, a Majority of the Class A-1 Notes has not provided written notice of its objection to the Trustee within 15 Business Days of notice of such proposed amendment based upon such Majority's determination that such amendment would have a material