

sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Co-Issuers, if made in the manner provided in this Section 14.2.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved in any manner that the Trustee deems sufficient.

(c) The Aggregate Outstanding Amount of Securities held by any Person, and the date of its holding the same, shall be proved by the Indenture Register or Share Register, respectively.

(d) Any Vote by the Holder of any Security shall bind the Holder (and any transferee thereof) of such Security and of every Security issued upon the registration thereof or in exchange thereof or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee or either of the Co-Issuers in reliance thereon, whether or not notation of such action is made upon such Security certificate.

(e) Notwithstanding any other provision of this Indenture, with respect to any Global Security, Certifying Persons may Vote (including with respect to remedies, supplemental indentures, and Optional Redemption) as if they were the Holders of the related interest in such Global Security; *provided* that they demonstrate to the satisfaction of the Trustee and the Issuer that the Holder has not acted on their behalf with respect to the same action. The Trustee will not be required to take any action that it determines might involve it in liability unless it has been provided with indemnity reasonably satisfactory to it.

(f) With respect to any Vote (including at a meeting), each Holder, Certifying Person or proxy will be entitled to one vote for each U.S. \$1.00 principal amount of the interest in a Security (or, in the case of Preferred Shares, 1,000 votes for each share) as to which it is the Holder, Certifying Person or proxy; *provided* that no Vote will be counted in respect of any Security challenged as not Outstanding and ruled by the Indenture Registrar to be not Outstanding.

For purposes of this Section 14.2, any reference to a Global Security shall include Global Securities issued pursuant to the Fiscal Agency Agreement.

Section 14.3. Notices, etc., to Designated Persons Other Than Holders.

Except as otherwise expressly provided herein, any request, demand, authorization, direction, notice, consent or waiver or other documents provided or permitted by this Indenture to be made upon, given or furnished to, or filed with any of the parties indicated below shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to and mailed, by certified mail, return receipt requested, hand delivered, sent by overnight courier service guaranteeing next day delivery or by facsimile in legible form at the following address (or at any other address provided in writing by the relevant party):

(a) the Trustee, the Collateral Administrator or the Fiscal Agent, at the Trustee's Corporate Trust Office, facsimile no. (713) 483-6001, Attention: Global Corporate Trust – ING IM CLO 2011-1, email: ING_IM_CLO_2011_1@BNYMellon.com;