

“Account Agreement”: An agreement in substantially the form of Exhibit G hereto.

“Accountants’ Certificate”: A certificate of a firm of Independent certified public accountants of national reputation appointed by the Issuer pursuant to Section 10.8, which may be the firm of Independent Accountants that performs certain accounting services for the Issuer or the Collateral Manager.

“Accredited Investor”: An “accredited investor” as defined in Rule 501(a) under the Securities Act.

“Act” and “Act of Holders”: The meanings specified in Section 14.2.

“Administration Agreement”: An agreement between the Administrator and the Issuer relating to the various corporate and administrative functions the Administrator will perform on behalf of the Issuer, including communications with shareholders, and the provision of certain clerical, administrative and other services in the Cayman Islands until termination of the Administration Agreement.

“Administrative Expenses”: Amounts due from or accrued for the account of the Issuer or the Co-Issuer to, in the following order of priority, (i) any Person in respect of any governmental fee, charge or tax imposed on or applicable to the Issuer (including all filing, registration and annual return fees payable to the Cayman Islands’ government and registered office fees); (ii) the Trustee for any amount owed to the Trustee under the Indenture (other than under Section 6.7(a)(iii) of the Indenture); (iii) the Collateral Administrator for the Collateral Administrator Fee and Collateral Administrator Expenses; (iv) ordinary fees and ordinary expenses of the Rating Agencies in connection with the rating of the Securities, including fees for any credit estimates and ongoing surveillance fees, and the ordinary fees and ordinary expenses of the Independent Accountants appointed under Section 10.8; (v) the Trustee for amounts owed to the Trustee under Section 6.7(a)(iii) of the Indenture; (vi) the Administrator as provided in the Administration Agreement; and (vii) any other Person in respect of any other expenses permitted under the Indenture and the documents delivered pursuant to or in connection with the Indenture, the Collateral Administration Agreement and the Securities and any other expenses and indemnification obligations of the Co-Issuers including, without limitation, expenses and indemnification obligations (but not fees) owed to the Collateral Manager; *provided, however*, that Administrative Expenses shall not include any amounts due or accrued with respect to actions taken on or prior to the Closing Date, which amounts will be payable only from the Expense Reserve Account.

“Administrator”: Walkers SPV Limited or any successor.

“Affiliate” or “Affiliated”: With respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing. For purposes of this definition, (i) the management of an account by one Person for the benefit of any other Person shall not