

Test Modification, consent is obtained from each Rating Agency then rating the Notes and (y) written notice of such modification is delivered by the Collateral Manager to the Trustee and by the Trustee to the holders of the Notes (which notice may be included in the next regularly scheduled report to Noteholders).

(c) Promptly after the execution by the Co-Issuers and the Trustee of any supplemental indenture pursuant to this Section 8.1, the Trustee, at the expense of the Co-Issuers, shall mail to the Holders, the Collateral Manager and each Rating Agency a copy thereof. Any failure of the Trustee to mail a copy of any supplemental indenture as provided herein, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

#### Section 8.2 Supplemental Indentures With Consent of Holders of Notes.

(a) With the consent of the Collateral Manager pursuant to Section 8.3(b) and a Majority of each Class of Notes materially adversely affected thereby, by Act of said Holders, the Trustee and the Co-Issuers may execute one or more indentures supplemental hereto to add any provisions to, or change in any manner or eliminate any of the provisions of, this Indenture or modify in any manner the rights of the Holders of the Notes of such Class under this Indenture; *provided, however*, that notwithstanding anything in this Indenture to the contrary (including without limitation, Section 8.1), no supplemental indenture shall, without the consent of each Holder of each Outstanding Security materially and adversely affected thereby:

(i) change the maturity of any Security or the principal of, or the interest on any Security or reduce the principal amount thereof or the rate of interest thereon or change the time or amount of any other amount payable in respect of any Security;

(ii) reduce the percentage of the Aggregate Principal Amount of Securities, the consent of the Holders of which is required for the authorization of any supplemental indenture or for any waiver of compliance with certain provisions of the Indenture;

(iii) permit the creation of any lien ranking prior to or on parity with the lien of the Indenture with respect to any part of the Collateral or terminate the lien of the Indenture except as otherwise permitted by the Indenture;

(iv) reduce the percentage of the Aggregate Principal Amount of Notes the consent of the Holders of which is required to direct the Trustee to liquidate the Collateral;

(v) modify any of the provisions of the Indenture with respect to supplemental indentures or waiver of Events of Default and their consequences except to increase the percentage of the Aggregate Principal Amount of Notes, the consent of the Holders of which is required for any such action or to provide that other provisions of the Indenture cannot be modified or waived without the consent of the Holders of each Outstanding Note affected thereby;