

(vi) modify the provisions of the Priority of Payments or the definitions of the terms “Holder” or “Outstanding”; or

(vii) modify any of the provisions of the Indenture in such a manner as to affect the calculation of the amount of any payment of principal of or interest on or other amount payable in respect of any Security or to affect the right of the Holders of the Notes to the benefit of any provisions for the payment of such Securities contained therein;

*provided* that, in each case, the Trustee shall have provided prior written notice of any such proposed supplemental indenture to each Rating Agency and received Rating Confirmation for that supplemental indenture; *provided, further*, that the Trustee may, with the consent of the Holders of 100% of the Aggregate Principal Amount of each Class of Senior Notes affected thereby, enter into any such supplemental indenture notwithstanding any qualification, downgrade or withdrawal of the then-current ratings of any such Class of Senior Notes.

(b) Not later than ten Business Days prior to the execution of any proposed supplemental indenture pursuant to this Section 8.2, for so long as any Outstanding Securities are rated by a Rating Agency, the Trustee, at the expense of the Co-Issuers, shall mail to such Rating Agency or Rating Agencies, a copy of such supplemental indenture and a written notice reciting in substance the provisions of the next following paragraph and shall (i) request such Rating Agency or Rating Agencies to determine and certify to the Trustee and the Co-Issuers whether, as a result of such supplemental indenture, such Rating Agency or Rating Agencies would cause its rating of any such Class of Notes to be reduced or withdrawn, (ii) obtain a written response to such request and (iii) if a Rating Agency indicates that such supplemental indenture would cause its rating of any Class of Senior Notes to be reduced or withdrawn, notify the consenting Noteholders of such response and afford them an opportunity to withdraw their consent.

The Trustee may, consistent with the written advice of counsel, determine whether or not the Holders of Notes would be materially and adversely affected by such change. Such determination shall be conclusive and binding on all present and future Holders. The Trustee shall not be liable for any such determination made in good faith and in reliance in good faith upon an Opinion of Counsel delivered to the Trustee as described in Section 8.3 hereof.

(c) It shall not be necessary for any Act of Holders under this Section 8.2 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

(d) Promptly after the execution by the Co-Issuers and the Trustee of any supplemental indenture pursuant to this Section 8.2, 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.