

- (i) the applicable Redemption Date;
- (ii) the Redemption Price of the Notes to be redeemed;
- (iii) that all of the Notes are to be redeemed in full and that interest on the Senior Notes shall cease to accrue on the Payment Date specified in the notice; and
- (iv) the place or places where Notes are to be surrendered for payment of the Redemption Price, which shall be the office or agency of the Co-Issuers to be maintained as provided in Section 7.2 and, so long as any Notes are listed on the Irish Stock Exchange, the Irish Paying and Listing Agent.

The Co-Issuers shall have the option to withdraw any such notice of redemption up to the fourth Business Day prior to the scheduled Redemption Date by written notice to the Trustee and the Collateral Manager only if the Collateral Manager is unable to deliver the sale agreement or agreements or certifications (described in Section 9.3(c) and Section 12.1(e)), in form satisfactory to the Trustee. If the Co-Issuers so withdraw any notice of redemption or are otherwise unable to complete any redemption of the Notes, the Sale Proceeds received from the sale of any Collateral Obligations and other Collateral sold pursuant to this Article 9 may, during the Reinvestment Period at the Collateral Manager's discretion, be reinvested in accordance with Article 12.

Notice of redemption shall be given by the Co-Issuers or, upon an Issuer Order, by the Trustee in the name and at the expense of the Co-Issuers. Failure to give notice of redemption, or any defect therein, to any Holder of any Note selected for redemption shall not impair or affect the validity of the redemption of any other Notes.

(c) In the event of any redemption pursuant to Section 9.2, no Notes may be redeemed unless (i) at least ten Business Days before the scheduled Redemption Date, the Collateral Manager shall have furnished to the Trustee evidence, in form satisfactory to the Trustee, that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions whose short-term unsecured debt obligations (other than such obligations whose rating is based on the credit of a Person other than such institution) have a short term credit rating from S&P of at least "A-1" and whose short term unsecured debt obligations have a credit rating from Moody's of at least "P-1" to purchase, not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Collateral Obligations at a purchase price at least equal to an amount sufficient, together with the proceeds of any Collateral Obligations and Eligible Investments maturing (or putable to the issuer thereof at par) on or prior to the scheduled Redemption Date, and any other Cash (without duplication) available to be applied to the redemption, to pay the Minimum Redemption Amount, or (ii) at least 10 Business Days before the scheduled Redemption Date and prior to selling or terminating any Collateral Obligations and/or Eligible Investments, the Collateral Manager shall certify to the Trustee that, in its judgment, the aggregate sum of (A) expected proceeds from such sale of Eligible Investments, and (B) for each such Collateral Obligation, the product of its Principal Balance and its Market Value (expressed as a percentage of par) and its Applicable Advance Rate, shall exceed the Minimum Redemption Amount. Any certification delivered pursuant to this Section 9.3(c) shall