

(l) enter into any material agreements after the Closing Date without the prior written consent of the Controlling Party;

(m) (i) in the case of the Issuer, transfer its membership interest in the Co-Issuer so long as any Rated Notes are Outstanding or (ii) in the case of the Co-Issuer, permit the transfer of any of its membership interests so long as any Rated Notes are Outstanding.

The Co-Issuer will not invest any of its assets in “securities” (as defined in the Investment Company Act), and will keep all of its assets in cash.

Section 7.9. Statement as to Compliance.

On or before February in each calendar year, commencing in 2012, or immediately if there has been a Default under this Indenture, the Issuer shall deliver to the Trustee, the Investment Manager and each Rating Agency and, upon its written request, any Holder and any Hedge Counterparty, an Officer’s certificate of the Issuer stating, as to each signer thereof, that:

(a) a review of the activities of the Issuer and of the Issuer’s performance under this Indenture during the twelve-month period ending on December 31 of the preceding year (or from the Closing Date until December 31 in the case of the first such certificate) and as of a date not more than five days prior to the date of the certificate in the case of a certificate given in connection with the occurrence of a Default has been made under such Officer’s supervision; and

(b) to the best of such Officer’s knowledge, based on such review, the Issuer has fulfilled all of its obligations under this Indenture throughout the relevant period, or, if there has been a Default, specifying each such Default known to such Officer and the nature and status thereof, including actions undertaken to remedy the same.

Section 7.10. Co-Issuers May Consolidate, etc., Only on Certain Terms.

Neither the Issuer nor the Co-Issuer (as applicable, the “Merging Entity”) shall consolidate or merge with or into any other Person or transfer or convey all or substantially all of its assets to any Person, unless permitted by Cayman Islands law (in the case of the Issuer) or United States and Delaware law (in the case of the Co-Issuer) and unless:

(a) the Merging Entity shall be the surviving corporation, or the Person (if other than the Merging Entity) formed by such consolidation or into which the Merging Entity is merged or to which all or substantially all of the assets of the Merging Entity are transferred (the “Successor”) shall be a company incorporated and existing under the laws of the Cayman Islands (in the case of the Issuer) or Delaware (in the case of the Co-Issuer) or such other jurisdiction approved by the Controlling Party; *provided*, that no such approval shall be required in connection with any such transaction undertaken solely to effect a change in the jurisdiction of incorporation pursuant to Section 7.4 *provided, further*, that such Person shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, each Holder and the Investment Manager, the due and punctual payment of any principal, interest on and other payments on all Notes and the performance of every covenant of this Indenture on its part to be performed or observed, all as provided herein;