

among the accounts in an equitable manner; provided that any aggregated trades may not be to the detriment of the Issuer. The Collateral Manager shall not be obligated to utilize with respect to the Collateral any particular investment opportunity of which it becomes aware.

Except as expressly contemplated by the Collateral Management Agreement and the Indenture and the other documents contemplated thereby, the Issuer will not, directly or indirectly: (a) sell, lease or otherwise transfer any assets to any Affiliate of the Collateral Manager; (b) purchase or acquire assets from any Affiliate of the Collateral Manager; or (c) enter into any other transaction directly or indirectly with or for the benefit of any Affiliate of the Collateral Manager (including, without limitation, guarantees and assumptions of obligations of any Affiliate of the Collateral Manager); provided, however, that the Issuer may enter into any such transaction with any Affiliate of the Collateral Manager or for the benefit of any Affiliate of the Collateral Manager pursuant to an arm's-length transaction conducted in accordance with the requirements of the following paragraph. The Collateral Manager shall not cause the Issuer to make an investment in any Affiliate of the Collateral Manager.

In order to comply with the Advisers Act in connection with transactions effected on behalf of the Issuer with or through the Collateral Manager or Affiliates of the Collateral Manager acting in a principal capacity, the Issuer may form an independent advisory committee to review and approve proposed principal trades prior to the settlement thereof. If such an independent advisory committee is formed, any member thereof must be approved by the Issuer, which Person (or any successor thereof) will be subject to removal or replacement by the Issuer at any time upon notice to the Collateral Manager. At any time while an independent advisory committee is in place, the Collateral Manager will not cause the Issuer to (i) effect transactions with or through any member of such independent advisory committee or their respective Affiliates acting in a principal capacity or (ii) effect agency cross transactions with any Person advised by any member of such independent advisory committee or their respective Affiliates.

The Collateral Manager may also effect transactions through broker-dealers affiliated with the Collateral Manager acting as agent for both the Issuer and Persons other than the Issuer. In such transactions, the applicable broker-dealer may receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding the Issuer and such other Person. Such transactions, known as agency cross transactions, will be conducted in compliance with applicable rules under the Advisers Act. The Issuer may terminate this agency cross transaction authority at any time by written notice to the Collateral Manager.

By purchasing Notes, each investor shall be deemed to have consented to the transactions and procedures described above relating to principal trades and agency cross transactions.

*Initial Purchaser's and Placement Agent's Conflicts of Interest.* The Initial Purchaser and Placement Agent and their Affiliates are acting in a number of capacities in connection with the transaction described herein. Affiliates of the Initial Purchaser and Placement Agent may, for example, act as a Synthetic Security Counterparty. The Initial Purchaser and the Placement Agent and each of their Affiliates acting in such capacities will have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity and will not, by reason of its or any of its Affiliates' acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each such capacity. Neither the Initial Purchaser nor the Placement Agent take any responsibility for, or have any obligations in respect of, the Co-Issuers.

The Initial Purchaser and Placement Agent and its Affiliates may have banking, lending and/or other business relationships with the Collateral Manager and its principals. These and other relationships with the Collateral Manager or its principals could create certain conflicts of interest between the Initial Purchaser and its Affiliates, the Collateral Manager, and the Holders of Notes.

The Initial Purchaser and Placement Agent and their Affiliates may purchase, acquire, hold, sell, make loans secured by and enter into other transactions with respect to Securities from time to time and exercise rights of the Holders of Securities (including voting rights) in connection therewith.

The Initial Purchaser and Placement Agent and their Affiliates may hold Collateral Obligations or other obligations or securities of any Obligor, may deal in any such obligations or securities, may enter into credit derivatives involving reference entities or reference obligations that may include the Obligors or Collateral