

and all other purposes and it shall not sell participation interests in the Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Notes; (h) all Notes (together with any other securities of the Co-Issuers) purchased and held directly or indirectly by such beneficial owner constitute in the aggregate an investment of no more than 40% of its assets or capital and (i) it is a sophisticated investor and is purchasing the Notes with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks.

4. In the case of the Class A Notes, Class B Notes or Class C Notes:

On each day from the date on which the purchaser acquires its interest in the Notes through and including the date on which such purchaser disposes of its interest in such Notes, either (A) such purchaser is not, and is not using the assets of, an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, a plan, account or other arrangement to which Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") applies or a plan subject to any federal, state, local or non-U.S. law or regulation which is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (collectively, "Similar Laws"), or an entity whose underlying assets include the assets of any such plans, account or arrangement by reason of Department of Labor regulation Section 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise or (B) such purchaser's purchase, holding and disposition of such Notes (or interest therein) will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or a violation of any applicable Similar Laws) unless an exemption is available and all of its conditions are satisfied.

In the case of the Class D Notes:

It is not, and is not acting on behalf of, or with the assets of, a Benefit Plan Investor in its purchase and holding of the Class D Notes. Its purchase, holding and disposition of such Class D Notes will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or a violation of any applicable Similar Law) unless an exemption is available and all its conditions are satisfied. It understands that the representations made by it pursuant to this paragraph 4 shall be deemed made on each day from the date made through and including the date on which it disposes of its interest in the Class D Notes. Furthermore, it, and any of its fiduciaries causing it to acquire the Class D Notes, agree to indemnify and hold harmless the Issuer, the Trustee, the Initial Purchaser, the Placement Agent, the Collateral Manager and their respective affiliates from any losses, liabilities, expenses, damages, claims, proceedings and excise taxes incurred by them as a result of any of the foregoing representations made by it being or becoming false. It understands that the Issuer may require any holder of the Class D Notes that has made a false representation with respect to the foregoing matters to sell the Class D Notes and, if such holder does not comply with such demand within 30 days thereof, the Issuer may sell such holder's interest in the Class D Notes. It understands that any transfer effected in connection with such a representation that was false will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary to the Issuer, the Trustee or any intermediary.

5. The purchaser understands that the Indenture permits the Issuer to demand that any holder of a beneficial interest in a Rule 144A Global Note who is determined not to be both a Qualified Institutional Buyer and a Qualified Purchaser sell the Notes (a) to a person who is both a Qualified Institutional Buyer and a Qualified Purchaser in a transaction meeting the requirements of Rule 144A or (b) to a Person who will take delivery of the holder's interest in the Rule 144A Global Note in the form of an interest in a Regulation S Global Note, as applicable, and who is not a U.S. Person in a transaction meeting the requirements of Regulation S and, if the holder does not comply with such demand within 30 days thereof, the Issuer may cause such holder of the beneficial interest to sell its interest in the Note on such terms as the Issuer may choose.