

3. Such beneficial owner is aware that, except as otherwise provided in the Indenture, the Notes being sold to it will be represented (A) initially, by one or more Temporary Regulation S Global Securities and (B) after the Exchange Date, by one or more Permanent Regulation S Global Securities, and that beneficial interests therein may be held only through Euroclear or Clearstream.
4. A holder of a beneficial interest in a Temporary Regulation S Global Security must provide Euroclear or Clearstream or the participant organization through which it holds such interest, as applicable, with a certificate certifying that the beneficial owner of the interest in the Temporary Regulation S Global Security is a non-U.S. Person, and Euroclear or Clearstream, as applicable, must provide to the Trustee a certificate to such effect, prior to (A) the payment of interest or principal with respect to the beneficial interest of such holder in the Temporary Regulation S Global Security and (B) any exchange of such beneficial interest for a beneficial interest in a Permanent Regulation S Global Security, and no payment will be made to the holder of any beneficial interest in a Temporary Regulation S Global Security unless such holder has provided Euroclear or Clearstream or such participant organization through which it holds such interest with such certificate.
5. It understands that any resale or other transfer of beneficial interests in Regulation S Global Note to U.S. Persons shall not be permitted.
6. It is not, and is not acting on behalf of, or with the assets of, a Benefit Plan Investor or a Controlling Person in its purchase and holding of the Income Notes. It understands that the representations made by it pursuant to this paragraph 6 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 Income Notes. Furthermore, it, and any of its fiduciaries causing it to acquire the Income 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 Income Notes that has made a false representation with respect to the foregoing matters to sell the Income 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 Income 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.
7. It understands that the Issuer, the Trustee, the Collateral Manager, the Initial Purchaser, the Placement Agent, the Collateral Administrator and their respective counsel will rely upon the accuracy and truth of the foregoing representations, and it hereby consents to such reliance.

Section 3(c)(7) of the Investment Company Act

The Issuer intends to comply with the requirements of the exemption in Section 3(c)(7) of the Investment Company Act. To satisfy Section 3(c)(7), the Issuer must have a "reasonable belief" that all purchasers of interests in the Rule 144A Global Notes and all purchasers of Certificated Notes (including initial purchasers and subsequent transferees) are Qualified Purchasers or Knowledgeable Employees and that all purchasers of interests in Regulation S Global Notes (including the initial purchasers and subsequent transferees) are non-U.S. Persons. The Issuer will establish such a reasonable belief by means of the representations, warranties and agreements made, or deemed made, by the purchasers of Securities under "*Purchase and Transfer Restrictions*" above, the agreements of the Initial Purchaser and the Placement Agent made in the Purchase Agreement and placement agency agreement (the "Placement Agency Agreement"), as applicable, and certain Issuer covenants and undertakings pursuant to the Indenture (collectively, the "Section 3(c)(7) Procedures").

The Co-Issuer has not registered with the Commission as an investment company pursuant to the Investment Company Act, in reliance on the fact that it holds no "securities" for purposes of the Investment Company Act.