

(xv) The Purchaser will provide notice to each Person to whom it proposes to transfer any interest in Securities of the transfer restrictions and representations set forth in Section 2.4 and Section 2.5 of this Indenture, including the exhibits referenced herein.

(xvi) The Purchaser is not a member of the public in the Cayman Islands.

(xvii) The Purchaser understands that the Issuer may receive a list of participants holding positions in Securities from one or more book-entry depositories.

(xviii) With respect to the purchase of interests in ERISA Limited Securities, for so long as it holds a beneficial interest in an ERISA Limited Security, the Purchaser is not a Benefit Plan Investor or, except with respect to purchases by Controlling Persons on the Closing Date, a Controlling Person. The Purchaser understands that interests in ERISA Limited Securities represented by Global Securities may not at any time be held by or on behalf of a Benefit Plan Investor or, other than with respect to purchases by Controlling Persons on the Closing Date, a Controlling Person. The Purchaser understands that the representations made in this paragraph (xviii) will be deemed to be made on each day from the date of its acquisition through and including the date on which it disposes of such Securities.

(xix) The Purchaser agrees that it will not cause the filing of a petition in bankruptcy against the Issuer, the Co-Issuer or any Tax Subsidiary prior to the date which is one year (or, if longer, the applicable preference period then in effect) plus one day after the payment in full of all Notes.

(xx) The Purchaser agrees to provide upon request certification acceptable to the Applicable Issuer to permit such Applicable Issuer to (A) make payments to it without, or at a reduced rate of, withholding and (B) qualify for a reduced rate of withholding in any jurisdiction from or through which the Applicable Issuer receives payments on its assets. The Purchaser has read the summary of the U.S. federal income tax considerations contained in the Offering Memorandum as it relates to the Securities, and it represents that it will treat the Securities for U.S. tax purposes in a manner consistent with the treatment of such Securities by the Issuer described therein and will take no action inconsistent with such treatment.

Each Purchaser and subsequent transferee of a Note or direct or indirect interest therein, by acceptance of such Note or such an interest in such Note, agrees or is deemed to agree (A) to obtain and provide the Issuer and the Trustee with information or documentation, and to update or correct such information or documentation, as may be necessary or helpful (in the sole determination of the Issuer or the Trustee or their agents, as applicable) to achieve FATCA Compliance, (B) that the Issuer and/or the Trustee may (1) provide such information and documentation and any other information concerning its investment in the Notes to the U.S. Internal Revenue Service and any other relevant tax authority, and (2) take such other steps as they deem necessary or helpful to achieve FATCA Compliance, including withholding on "passthru payments" (as defined in the Code), and (C) that if it fails for any reason to provide any such information or documentation in accordance with clause (A), or such information or documentation is