

not accurate or complete, the Issuer shall have the right, in addition to withholding on passthru payments, to compel it to (x) sell its interest in such Note, (y) sell such interest on its behalf in accordance with the procedures specified in Section 2.11(b), and/or (z) assign to such Note a separate CUSIP or CUSIPs.

(xxi) With respect to Subordinated Notes, if the Purchaser is a bank organized outside the United States, (i) it is acquiring such Securities as a capital markets investment and will not for any purpose treat the assets of the Issuer as loans acquired in its banking business, (ii) it has not proposed or identified, and will not propose or identify, any security or loan for inclusion in the assets of the Issuer, (iii) it and its Affiliates have not originated, and will not originate, any of the loans to be acquired by the Issuer, (iv) it and its Affiliates have not sold, and will not sell, directly or indirectly, any loans to the Issuer, (v) none of the loans to be acquired by the Issuer have been or will be selected in consultation with, or with the knowledge of, the Purchaser or any of its Affiliates because of a client relationship between the obligor on the loans and the Purchaser or any of its Affiliates, and (vi) any funding that is arranged by it or its Affiliates in connection with the acquisition or holding of such Securities either (a) will be obtained from an unrelated party on market terms that are not affected by the terms on which it acquires such Securities or (b) will not be obtained as part of a plan having as one of its principal purposes the avoidance of U.S. withholding taxes.

(xxii) With respect to Class A-1 Notes, the Purchaser understands that interests in Class A-1 Notes may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any "resident of Japan" as defined under the Foreign Exchange and Foreign Trade Law of Japan (including Japanese corporations) or to others for re-offering or resale, directly or indirectly, in Japan or to any "resident of Japan," except in accordance with the exemption (the "Qualified Institutional Investor Private Placement Exemption") from the registration requirements as provided for in "i" of Section 2, Paragraph 3, Item 2 of the Financial Instruments and Exchange Law of Japan (the "FIEL") directed solely to "qualified institutional investors" (as defined in Section 2, Paragraph 3, Item 1 of the FIEL), or otherwise except in compliance with the FIEL and other applicable laws and regulations of Japan. The Purchaser understands in the event that Class A-1 Notes are sold to a resident of Japan pursuant to the Qualified Institutional Investor Private Placement Exemption, the Purchaser may not retransfer such Securities to any person other than a "qualified institutional investor." If the Purchaser has purchased Class A-1 Notes pursuant to the Qualified Institutional Investor Private Placement Exemption, the Purchaser agrees that it will deliver a notice in writing to inform any subsequent purchasers that such Securities have not been and will not be registered under the FIEL, and that such Securities have the above transfer restrictions.

(g) Each Person who becomes a Purchaser of a beneficial interest in a Regulation S Global Security will be deemed to have represented and agreed to the representations set forth in clauses (iii) through (x) and (xii) through (xxii) of Section 2.5(f) and to have further represented and agreed as follows (terms not otherwise defined in this Indenture that are used in this subsection and are defined in Rule 144A or Regulation S are used as defined therein):

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