

The information in this section concerning DTC, Euroclear and Clearstream and their book-entry systems has been obtained from sources that the Co-Issuers believe to be reliable, but the Co-Issuers take no responsibility for the accuracy thereof.

### **Replacement of Certificates**

In case any Definitive Security becomes mutilated, defaced, destroyed, lost or stolen, the Issuer (and, in the case of the Senior Notes, the Co-Issuers) will execute, and, upon its written request, the Trustee will authenticate (in the case of the Notes) and the Trustee or the Fiscal Agent, as applicable, shall deliver a new certificate of like tenor (including the same date of issuance and of the same Class) and equal principal amount or number of shares, as applicable, registered in the same manner, dated the date of its authentication or execution in exchange and substitution for the certificate (upon surrender and cancellation thereof) or in lieu of and in substitution for such certificate. If such substituted certificate represents a Rated Note, such Rated Note shall bear interest from the date to which interest has been paid on the applicable Class of Rated Notes. In case of any destroyed, lost or stolen certificate, the applicant for a substituted certificate must furnish to the Issuer (and, in the case of the Senior Notes, the Co-Issuers), the Trustee or the Fiscal Agent, as applicable, the Indenture Registrar or the Share Registrar, as applicable, and any transfer agent such security or indemnity as may be required by them to save each of them and any agent of them harmless, and, in every case of destruction, loss or theft of any certificate, the applicant must also furnish to the Issuer, or the Co-Issuers, as applicable, the Trustee, the Indenture Registrar or the Share Registrar, as applicable, and any such transfer agent satisfactory evidence of the destruction, loss or theft of such certificate and of the ownership thereof. Upon the issuance of any substituted certificate, the Issuer (and, in the case of the Senior Notes, the Co-Issuers), may require the payment by the registered holder thereof of a sum sufficient to cover fees and expenses connected therewith.

### **Compulsory Sales**

The Issuer has the right to compel any Ineligible Holder to sell its interest in the Notes or may sell such interest in the Notes on behalf of such Ineligible Holder. In addition, if a holder fails for any reason to provide to the Issuer and the Trustee information or documentation, or 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, or such information or documentation is not accurate or complete, the Issuer will have the right, to compel such holder to (x) sell its interest in such Note, (y) sell such interest on such holder's behalf, and/or (z) assign to such Note a separate CUSIP or CUSIPs.

### **Issuer Accounts**

The Trustee will establish a number of segregated trust accounts for the benefit of the secured parties under the Indenture, including an interest collection account, a principal collection account, a payment account, an expense reserve account, the Credit Facility Reserve Account and the Pre-Funded Letter of Credit Reserve Account.

Amounts retained in any of the accounts will be invested in Eligible Investments (as directed by the Investment Manager) pending further disposition in accordance with the Indenture.

## **TRANSFER AND EXCHANGE**

Terms used in the following discussion that are defined in Rule 144A or Regulation S are used herein as defined therein. Because of the following restrictions, investors are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Securities. Each purchaser (including transferees and each beneficial owner of an account on whose behalf Securities are being purchased) of Securities is referred to as a "Purchaser." Each Purchaser that holds Definitive Securities and each Purchaser of ERISA Limited Securities on the Closing Date will be required to make (or will be deemed to make) certain representations and agreements substantially as follows:

- (1) The Purchaser (i) either (A) is not a U.S. person and is acquiring Securities in reliance on the exemption from registration pursuant to Regulation S or (B) with respect to the Securities is a Qualified Institutional Buyer and is acquiring such Securities in reliance on the exemption from registration pursuant to Rule 144A or (C) with respect to Subordinated Securities, is a Qualified Institutional Buyer or an Accredited Investor and is acquiring Subordinated Securities in reliance