

(c) No transfer of any Income Note will be effective, and the Trustee will not recognize any such transfer, to a proposed transferee that has represented that it is a Benefit Plan Investor or Controlling Person if such transfer would result in Persons that have represented that they are Benefit Plan Investors owning 25% or more of the Aggregate Principal Amount of the Income Notes (excluding Income Notes owned by Controlling Persons). No transfer of any Class D Note will be effective, and the Trustee will not recognize any such transfer, to a proposed transferee that is, or is acting on behalf of or with the assets of, a Benefit Plan Investor.

(d) The Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or the Investment Company Act; except that if a certificate is specifically required by the terms of this Section 2.6 to be provided to the Trustee by a prospective transferor or transferee, the Trustee shall be under a duty to receive and examine the same to determine whether it conforms substantially on its face to the applicable requirements of this Section 2.6. The Trustee shall be entitled to rely conclusively on any Transferee Certificate, and shall be entitled to presume conclusively the continuing accuracy thereof from time to time, in each case without further inquiry or investigation.

(e) For so long as any of the Securities are Outstanding, the Issuer shall not issue or permit the transfer of any shares of the Issuer in violation of the Articles and the Co-Issuer shall not issue or permit the transfer of any shares of the Co-Issuer to U.S. Persons.

(f) So long as a Global Security remains outstanding and is held by or on behalf of DTC, transfers of such Global Security or an interest therein, in whole or in part, shall only be made in accordance with Section 2.2(b) and this Section 2.6(f).

(i) Subject to clauses (ii), (iii), (v) and (vi) of this Section 2.6(f), transfers of a Global Security shall be limited to transfers of such Global Security in whole, but not in part, to nominees of DTC or to a successor of DTC or such successor's nominee. Transfers of interests in a Global Security to transferees maintaining a beneficial interest in such Global Security may only be made in accordance with the provisions of this Indenture and will be effected by book-entry transfer of beneficial interests effected on the records of DTC (in the case of a Rule 144A Global Security) or Euroclear or Clearstream (in the case of a Regulation S Global Security) (and subject to the applicable procedures of such depositories).

(ii) Rule 144A Global Security to Regulation S Global Security. If a holder of a beneficial interest in a Rule 144A Global Security wishes at any time to exchange its interest in such Rule 144A Global Security for an interest in the corresponding Regulation S Global Security, or to transfer its interest in such Rule 144A Global Security to a Person who wishes to take delivery thereof in the form of an interest in the corresponding Regulation S Global Security, such holder, provided such holder or, in the case of a transfer, the transferee is not a U.S. Person, may, subject to the immediately succeeding sentence and the rules and procedures of DTC, exchange or transfer, or cause the exchange or transfer of, such interest for an equivalent beneficial interest in the corresponding