

delivery of the beneficial interest of such holder in the Regulation S Global Securities in the form of an interest in a Rule 144A Global Security, who is both a Qualified Institutional Buyer and a Qualified Purchaser in a transaction meeting the requirements of Rule 144A, and, if the holder does not comply with such demand within 30 days thereof, the Issuer may cause the holder to sell its beneficial interest on such terms as the Issuer may choose.

(iii) 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.

(iv) 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.

(v) It understands that any resale or other transfer of beneficial interests in a Regulation S Global Security to U.S. Persons shall not be permitted.

(vi) It understands that the Co-Issuers, 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.

(k) Each initial investor in and subsequent transferee of an Income Note in the form of a Regulation S Global Security or a beneficial interest therein will be deemed to have made the representations set forth in Sections 2.6(i)(iii), (vi), (vii), (viii), (x), (xi) and (xii), and in addition to have represented and agreed that:

(i) It is aware that the sale of Income Notes to it is being made in reliance on the exemption from registration provided by Regulation S and understands that the Notes offered in reliance on Regulation S will bear the legend set forth on Exhibits A-2 and A-3, as the case may be, to this Indenture. It and each beneficial owner of its Income Notes is not, and will not be, a U.S. Person as defined in Regulation S under the Securities Act, and its purchase of the Notes will comply with all applicable laws in any jurisdiction in which it resides or is located. In addition, it represents and warrants that it will (a) provide notice