

to any subsequent transferee of the transfer restrictions provided in such legend and in this Indenture, (b) hold and transfer its beneficial interest in any Income Note only in a principal amount of not less than the applicable Authorized Denomination and (c) provide the Issuer from time to time such information as it may reasonably request in order to ascertain compliance with this subclause (i).

(ii) The Income Notes are being purchased or transferred in accordance with the transfer restrictions set forth in this Indenture and pursuant to an exemption from Securities Act registration, and in accordance with applicable state securities laws or securities laws of any other relevant jurisdiction. It understands that the Income Notes have been offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Income Notes have not been and will not be registered under the Securities Act or the securities laws of any state, and, if in the future it decides to offer, resell, pledge or otherwise transfer the Income Notes, such Income Notes may be offered, resold, pledged or otherwise transferred only in accordance with an exemption from registration under such laws and pursuant to the provisions of the Indenture and the legend on such Securities. In particular, it understands that interests in the Income Notes may be transferred only to (a) a Qualified Purchaser or a Knowledgeable Employee that is either a Qualified Institutional Buyer or an Accredited Investor (provided that in the case of an transfer to an Accredited Investor and if requested by the Issuer or on its behalf, the transferor or the transferee has provided an opinion of counsel to each of the Issuer and the Trustee that such transfer may be made pursuant to an exemption from registration under the Securities Act and any applicable state securities law) or (b) a person that is not a U.S. Person in an offshore transaction in reliance on Regulation S. Purchasers and transferees who reside in certain states or jurisdictions may be subject to additional suitability standards and/or specific holding periods before the Income Notes may be resold or otherwise transferred. It acknowledges that no representation is made as to the availability of any exemption under the Securities Act or any state or other securities laws for resale of the Income Notes.

(iii) Its purchase, holding and disposition of such Income Notes will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or a violation of any applicable Similar Law) unless an exemption is available and all of its conditions are satisfied. It understands that the representations made by it pursuant to this paragraph (iii) shall be deemed made on each day from and including the date of purchase and including the date on which it disposes of its interest in the Income Notes.

(iv) It is not, and is not acting on behalf of, or with the assets of, a Benefit Plan Investor or a Controlling Person in its purchase and holding of the Income Notes. It understands that the representations made by it pursuant to this paragraph (iv) shall be deemed made on each day from the date made through and including the date on which it disposes of its interest in the Income Notes. Furthermore, it, and any of its fiduciaries causing it to acquire the Income Notes, agree to indemnify and hold harmless the Issuer, the Trustee, the Initial Purchaser, the Placement Agent, the Collateral Manager and their respective affiliates from