

amounts and other terms of the purchase and sale of such Securities reflect those in the relevant market for similar transactions; (F) the Purchaser is purchasing such Securities with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (G) the Purchaser is a sophisticated investor (*provided* that no such representations under subclauses (A) through (D) is made with respect to the Investment Manager by any Affiliate of the Investment Manager or any account for which the Investment Manager or its Affiliates act as investment adviser).

(ix) The Purchaser will not, at any time, offer to buy or offer to sell Securities by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

(x) The Purchaser understands that each Security will bear the Applicable Legend.

(xi) The Purchaser understands that interests in Rule 144A Global Securities may not at any time be held by or on behalf of a Person that is not a QIB/QP. Before any interest in a Rule 144A Global Security may be offered, resold, pledged or otherwise transferred to a Person that wishes to take delivery in the form of a Regulation S Global Security or a Definitive Security, the transferor (or the transferee, as applicable) will be required to provide the Trustee with a Transfer Certificate as to compliance with the transfer restrictions set forth in this Indenture.

(xii) The Purchaser understands and agrees that (A) no transfer may be made that would result in any Person or entity holding beneficial ownership of any Securities in less than an Authorized Denomination for such Securities set forth in this Indenture and (B) no transfer of a Security that would have the effect of requiring either of the Co-Issuers or the pool of Collateral to register as an investment company under the Investment Company Act will be permitted. In connection with its purchase of Securities, the Purchaser has complied with all of the provisions of this Indenture.

(xiii) On each day that the Purchaser holds such Securities, the Purchaser's acquisition, holding and disposition of Securities will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or in a violation of any Similar Laws or other applicable law), unless an exemption is available and all conditions have been satisfied. The Purchaser understands that the representations made in this paragraph (xiii) will be deemed made on each day from the date of its acquisition through and including the date it disposes of such Securities.

(xiv) The Purchaser understands that the Issuer has the right under this Indenture to compel any Ineligible Holder to sell its interest in the Securities or may sell such interest in the Securities on behalf of such Ineligible Holder.