

REPRESENTED HEREBY WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN SECTION 2.5 OF THE FISCAL AGENCY AGREEMENT, OR, IF REQUIRED UNDER THE FISCAL AGENCY AGREEMENT, MUST DELIVER A TRANSFER CERTIFICATE IN THE FORM PROVIDED IN THE FISCAL AGENCY AGREEMENT. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE FISCAL AGENT, THE SHARE REGISTRAR OR ANY INTERMEDIARY. THE ISSUER HAS THE RIGHT, UNDER THE FISCAL AGENCY AGREEMENT, TO COMPEL ANY INELIGIBLE HOLDER (AS DEFINED IN THE FISCAL AGENCY AGREEMENT) TO SELL ITS INTEREST IN THE SECURITIES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER. THE SECURITIES REPRESENTED HEREBY MAY BE PURCHASED BY A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON (EACH, AS DEFINED IN THE INDENTURE) ONLY SUBJECT TO CERTAIN CONDITIONS AS SET FORTH IN THE FISCAL AGENCY AGREEMENT.

- (13) In respect of the purchase of an interest in an ERISA Limited Security:

the Purchaser will represent whether or not (and, if applicable, what percentage of) (i) the funds that the Purchaser is using or will use to purchase its interest in such Securities are assets of (a) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), subject to Title I of ERISA, (b) a "plan" described in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code") to which Section 4975 of the Code applies or (c) an entity whose underlying assets could be deemed to include "plan assets" by reason of an employee benefit plan's or a plan's investment in the entity within the meaning of 29 C.F.R. Section 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise (each plan and entity described in clauses (a), (b) and (c) being referred to as a "Benefit Plan Investor") and (ii) the Purchaser is the Issuer, the Co-Issuer, the Initial Purchaser, the Investment Manager or any other person (other than a Benefit Plan Investor) that has discretionary authority or control with respect to the assets of the Co-Issuers or a person who provides investment advice for a fee (direct or indirect) with respect to the assets of the Co-Issuers, or any "affiliate" (within the meaning of 29 C.F.R. Section 2510.3-101(f)(3)) of any such person (any such person described in this clause (ii) being referred to as a "Controlling Person"). The Purchaser acknowledges that the Indenture Registrar (or in the case of the Preferred Shares, the Share Registrar) will not register any transfer of an interest in an ERISA Limited Security to a proposed transferee that has represented that it is a Benefit Plan Investor or a Controlling Person if, after giving effect to such proposed transfer, persons that have represented that they are Benefit Plan Investors would own 25% or more of the Aggregate Outstanding Amount of the Class of the ERISA Limited Security being transferred, determined in accordance with the Plan Asset Regulation, the Indenture and the Fiscal Agency Agreement, assuming, for this purpose, that all the representations made (or, in the case of Global Securities, deemed to be made) by holders of such Securities are true. For purposes of this determination, Securities held by the Investment Manager, the Trustee, the Fiscal Agent, the Initial Purchaser, any of their respective Affiliates and persons that have represented that they are Controlling Persons will be disregarded and will not be treated as outstanding.

The Purchaser agrees to indemnify and hold harmless the Co-Issuers, the Trustee, the Fiscal Agent, the Initial Purchaser and the Investment Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of these representations being untrue. The Purchaser understands that the representations made in this paragraph (13) will be deemed made on each day from the date of acquisition by the Purchaser of an interest in an ERISA Limited Security through and including the date on which the Purchaser disposes of such interest. The Purchaser agrees that if any of its representations under this paragraph (13) become untrue (including, without limitation, any percentage indicated in 13(a)), it will immediately notify the