

Issuer and the Trustee (or, in the case of the Preferred Shares, the Fiscal Agent) and take any other action as may be requested by them.

- (14) On each day the Purchaser holds such Securities, the Purchaser's acquisition, holding and disposition of the 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 substantially similar non-U.S., federal, state, local 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 (14) will be deemed made on each day from the date of its acquisition through and including the date it disposes of such Securities.
- (15) The Purchaser will provide notice to each person to whom it proposes to transfer any interest in Securities of the transfer restrictions and representations set forth in Sections 2.4 and 2.5 of the Indenture (or, in the case of the Preferred Shares, the Fiscal Agency Agreement) including the exhibits referenced therein.
- (16) The Purchaser understands that the Issuer has the right under the Indenture (or, in the case of the Preferred Shares, the Fiscal Agency Agreement) 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.
- (17) The Purchaser is not a member of the public in the Cayman Islands.
- (18) The Purchaser agrees that it will not cause the filing of a petition in bankruptcy against the Issuer, the Co-Issuer or any Tax Subsidiary before one year (or, if longer, the applicable preference period then in effect) plus one day has elapsed since the payment in full of all the Notes.
- (19) In respect of the purchase of ERISA Limited Securities, if the Purchaser is a bank organized outside the United States, (i) it is acquiring such Securities as a capital markets investment and will not for any purpose treat the assets of the Issuer as loans acquired in its banking business, (ii) it has not proposed or identified, and will not propose or identify, any security or loan for inclusion in the assets of the Issuer, (iii) it and its Affiliates have not originated, and will not originate, any of the loans to be acquired by the Issuer, (iv) it and its Affiliates have not sold, and will not sell, directly or indirectly, any loans to the Issuer, (v) none of the loans to be acquired by the Issuer have been or will be selected in consultation with, or with the knowledge of, the Purchaser or any of its Affiliates because of a client relationship between the obligor on the loans and the Purchaser or any of its Affiliates, and (vi) any funding that is arranged by it or its Affiliates in connection with the acquisition or holding of such Securities either (a) will be obtained from an unrelated party on market terms that are not affected by the terms on which it acquires such Securities or (b) will not be obtained as part of a plan having as one of its principal purposes the avoidance of U.S. withholding taxes.
- (20) The Purchaser agrees to provide upon request certification acceptable to the Issuer or, in the case of the Senior Notes, the Co-Issuers to permit the Issuer or the Co-Issuers, as applicable, to (A) make payments to it without, or at a reduced rate of, withholding and (B) qualify for a reduced rate of withholding in any jurisdiction from or through which the Issuer receives payments on its assets. The Purchaser has read the summary of the U.S. federal income tax considerations contained in the Offering Memorandum as it relates to the Securities, and it represents that the Purchaser will treat the Securities for U.S. tax purposes in a manner consistent with the treatment of such Securities by the Issuer described therein and will take no action inconsistent with such treatment.

The Purchaser and subsequent transferee of a Note or direct or indirect interest therein, by acceptance of such Note or such an interest in such Note, agrees or is deemed to agree (A) to obtain and provide the Issuer and the Trustee with information or documentation, and to update or correct such information or documentation, as may be necessary or helpful (in the sole determination of the Issuer or the Trustee or their agents, as applicable) to achieve FATCA Compliance, (B) that the Issuer and/or the Trustee may (1) provide such information and