

documentation and any other information concerning its investment in the Notes to the U.S. Internal Revenue Service and any other relevant tax authority, and (2) take such other steps as they deem necessary or helpful to achieve FATCA Compliance, including withholding on “passthru payments” (as defined in the Code), and (C) that if it fails for any reason to provide any such information or documentation in accordance with clause (A), or such information or documentation is not accurate or complete, the Issuer shall have the right, in addition to withholding on passthru payments, to compel it to (x) sell its interest in such Note, (y) sell such interest on its behalf in accordance with the procedures specified in the Indenture, and/or (z) assign to such Note a separate CUSIP or CUSIPs.

- (21) In respect of the purchase of Preferred Shares, the Purchaser agrees to be bound by Sections 5.15 (Undertaking for Costs), 6.1 (Certain Duties and Responsibilities), 7.15 (Calculation Agent), 8.1 (Supplemental Indentures without Consent of Holders), 8.2 (Supplemental Indentures with Consent of Holders), 8.4 (Effect of Supplemental Indentures), 9.1 (Optional Redemption; Election to Redeem), 13.1 (Subordination) and 14.2 (Acts of Holders; Voting Rights) of the Indenture.
- (22) In respect of the purchase of Class A-1 Notes, the Purchaser understands that interests in Class A-1 Notes may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any “resident of Japan” as defined under the Foreign Exchange and Foreign Trade Law of Japan (including Japanese corporations) or to others for re-offering or resale, directly or indirectly, in Japan or to any “resident of Japan,” except in accordance with the exemption (the “Qualified Institutional Investor Private Placement Exemption”) from the registration requirements as provided for in “i” of Section 2, Paragraph 3, Item 2 of the Financial Instruments and Exchange Law of Japan (the “FIEL”) directed solely to “qualified institutional investors” (as defined in Section 2, Paragraph 3, Item 1 of the FIEL), or otherwise except in compliance with the FIEL and other applicable laws and regulations of Japan. The Purchaser understands in the event that Class A-1 Notes are sold to a resident of Japan pursuant to the Qualified Institutional Investor Private Placement Exemption, the Purchaser may not retransfer such Securities to any person other than a “qualified institutional investor.” If the Purchaser has purchased Class A-1 Notes pursuant to the Qualified Institutional Investor Private Placement Exemption, the Purchaser agrees that it will deliver a notice in writing to inform any subsequent purchasers that such Securities have not been and will not be registered under the FIEL, and that such Securities have the above transfer restrictions.

Each Purchaser of an interest in a Rule 144A Global Security will by its purchase of such an interest, be deemed to have made the representations and agreements set forth in items (3) through (9), (11), (12) and (14) through (22) in the description above of the representations and agreements applicable to Definitive Securities. In addition, each such Purchaser shall by its purchase of such an interest be deemed to have made the following representations and agreements:

- (1) The Purchaser is (A) a Qualified Institutional Buyer that is not a broker-dealer that owns and invests on a discretionary basis less than \$25 million in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such plan, if investment decisions with respect to the plan are made by beneficiaries of the plan, (B) aware that the sale of Securities to it is being made in reliance on the exemption from registration provided by Rule 144A and (C) acquiring such Securities for its own account or for one or more accounts, each holder of which is a Qualified Institutional Buyer and as to each of which accounts the Purchaser exercises sole investment discretion, and in an Authorized Denomination.
- (2) The Purchaser is a Qualified Purchaser, the Purchaser is acquiring such Securities as principal for its own account for investment and not for sale in connection with any distribution thereof, the Purchaser was not formed solely for the purpose of investing in the Securities and is not a (A) partnership, (B) common trust fund, (C) special trust or (D) pension, profit sharing or other retirement trust fund or plan in which partners, beneficiaries or participants, as applicable, may designate the particular investments to be made, and the Purchaser agrees that it will not hold such