

2.2(b)(ii). “Permanent Regulation S Global Security”: The meaning specified in Section

“Person”: Any individual, corporation, partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

“PIK Obligation”: An obligation that permits deferral and/or capitalization of interest or other periodic distribution otherwise due. Except as otherwise provided herein, each PIK Obligation will be considered for purposes of the criteria in Article 12 as having a principal balance which excludes any deferred or capitalized interest thereon.

“Placement Agency Agreement”: The agreement dated January 17, 2007 by and between the Issuer and the Placement Agent relating to the placement of the Income Notes, as amended from time to time.

“Placement Agent”: Citigroup Global Markets Inc.

“Plan”: Any (a) “employee benefit plan” (as defined in Section 3(3) of ERISA) subject to the provisions of Title I of ERISA, (b) “plan” (as defined in Section 4975(e)(1) of the Code) subject to the provisions of Section 4975 of the Code or (c) entity whose underlying assets include “plan assets” of an employee benefit plan described in (a) above or a plan described in (b) above, by reason of Department of Labor regulation Section 2510.3-101 or otherwise.

“Pledged Obligations”: As of any date of determination, the Collateral Obligations and the Eligible Investments that have been Granted to the Trustee and any Equity Security which forms part of the Collateral.

“Pledgor Counterparty”: The meaning specified in Section 10.5(d)(i).

“Portfolio Profile Test”: A test that will be satisfied if, as of any date of determination at, or subsequent to, the end of the Ramp-Up Period, in the aggregate, the Collateral Obligations owned (or, if the Portfolio Profile Test is applied in connection with a proposed purchase of a Collateral Obligation, proposed to be owned) by the Issuer comply with all of the requirements set forth below:

(i) The Aggregate Principal Balance of Collateral Obligations that are Caa Collateral Obligations may not exceed 7.5% of the Collateral Principal Amount and the Aggregate Principal Balance of Collateral Obligations that are CCC Collateral Obligations may not exceed 7.5% of the Collateral Principal Amount;

(ii) The Aggregate Principal Balance of the Collateral Obligations of a single Obligor may not exceed 2% of the Collateral Principal Amount;

(iii) The Aggregate Principal Balance of the Collateral Obligations with Obligors with a Domicile in (i) Canada or any single country that is a Moody’s Group I Country may not exceed 10% of the Collateral Principal Amount; (ii) any single country that is a Moody’s Group II Country may not exceed 5% of the Collateral Principal