

“Reference Banks”: With respect to the determination of LIBOR in accordance with Schedule 5, any four major banks in the London interbank market selected for such purpose.

“Reference Entity”: An obligor on a Reference Obligation.

“Reference Instrument”: The indenture, credit agreement or other agreement pursuant to which a security or debt obligation has been issued or created and each other agreement that governs the terms of or secures the obligations represented by such security or debt obligation or of which the holders of such security or debt obligation are the beneficiaries.

“Reference Obligation”: A debt security or other obligation underlying a Synthetic Security, *provided* that such security or obligation would, if purchased directly by the Issuer, satisfy the Collateral Obligation Eligibility Criteria (except with respect to final maturity and the frequency of the payment of interest).

“Register” and “Registrar”: The respective meanings specified in Section 2.6(a).

“Registered”: A debt obligation that is issued after July 18, 1984, and that is in registered form within the meaning of Section 881(c)(2)(B)(i) of the Code and the Treasury Regulations promulgated thereunder.

“Registered Office”: The registered office of the Issuer which shall be located outside of the United States.

“Regulation S”: Regulation S under the Securities Act.

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

“Reinvestment Period”: The period from and including the Closing Date to and including the earliest to occur of (i) the Determination Date related to the Payment Date in December 2013 (the “Scheduled Reinvestment Period Termination Date”), (ii) the end of the Collection Period related to the Payment Date immediately following the date on which the Collateral Manager determines that it can no longer invest in additional Collateral Obligations and so notifies the Issuer and the Trustee; (iii) the end of the Collection Period related to the Payment Date on which all of the Notes are scheduled to be redeemed pursuant to Section 9.2, (iv) the date on which the maturity of any Class of Notes is accelerated due to an Event of Default and (v) if the Requisite Securityholders vote to end the Reinvestment Period following the occurrence of a “Key Manager Event” (as defined in the Collateral Manager Agreement), the 90th day after the Ballot for the vote is sent pursuant to the Collateral Management Agreement.

“Required Coverage Ratio”: With respect to a specified Class or Classes of Senior Notes and the related Interest Coverage Test or Overcollateralization Test as the case may be, as of any date of determination, the applicable percentage indicated below opposite such specified Class:

<u>Class</u>	<u>Overcollateralization Ratio</u>	<u>Interest Coverage Ratio</u>
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