

THE PORTAL ALLIANCE QIB/QP TRANSFER/TRACKING AGENT AGREEMENT FOR THE BENEFIT OF ISSUERS, FROM TIME TO TIME, OF 144A SECURITIES

This QIB/QP Transfer/Tracking Agent Agreement (this "Agreement") is being entered into by (i) the undersigned institutional investor and, if applicable, such institutional investor's affiliated institutional investors set forth on Schedule A hereto (each a "Recognized QIB/QP") and (ii) separately, each transfer agent specified on the signature page hereof that has executed this Agreement and any successor transfer agent(s) (each a "Transfer Agent"), in the Transfer Agent's capacity as the agent of and on behalf of Issuers (and only those issuers) that have appointed such Transfer Agent from time to time as transfer agent for an issuance of securities that are issued by such Issuer and are eligible for resale under Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act") and that are included in the transfer tracking system of such Transfer Agent and in the platform (the "PORTAL Alliance Platform") operated by The PORTAL Alliance LLC ("The PORTAL Alliance"), in connection with distributions and subsequent transfers, from time to time, of such securities, referred to herein as "144A Securities." Any reference herein to a Transfer Agent shall mean the Transfer Agent acting as transfer agent with respect to an issuance of 144A Securities of a particular Issuer that appointed the Transfer Agent with respect to such issuance of 144A Securities. This Agreement refers to each issuer or prospective issuer of 144A Securities as an "Issuer" and shall constitute an agreement with and for the benefit of each such Issuer to the same extent as if such Issuer had executed this Agreement. All references in this Agreement to "Notice" or "Notification" or similar capitalized terms refer to the Notice procedures described in Section IX hereof.

Each Transfer Agent is acting independently of each other Transfer Agent that has executed this Agreement and nothing contained in this Agreement is intended to create or establish, and shall not be interpreted as creating or establishing, a joint venture, joint marketing arrangement or any other form of relationship between or among the Transfer Agents.

As described further herein, interests in 144A Securities may only be held by Designated Investors (as defined below), and may only be transferred as described in this Agreement, including the Additional Terms (as defined below) for the 144A Securities. Any purported transfer of an interest in 144A Securities that is not in accordance with this Agreement, including the Additional Terms for the 144A Securities, will be null and void.

In consideration of being permitted to apply for approval to acquire and hold 144A Securities, the undersigned Recognized QIB/QP hereby agrees as follows:

I. Binding Nature of this Agreement and Acceptance of Additional Terms

1. This is a binding agreement among the Recognized QIB/QP and, with respect to any particular issuance of 144A Securities that the Recognized QIB/QP holds or seeks to hold, the Issuer of such 144A Securities and the Transfer Agent (solely in its capacity as transfer agent for such Issuer) for such 144A Securities. In particular, each application by the Recognized QIB/QP for a Slot (either directly or indirectly through an agent, both as described in Section II below) with respect to a particular issuance of 144A Securities will constitute the Recognized QIB/QP's acknowledgement and agreement that this Agreement (including the Additional Terms for the particular 144A Securities) will form part of a binding contractual relationship among the Recognized QIB/QP, the Issuer of such 144A Securities and the applicable Transfer Agent. Such contract shall remain in full force and effect for so long as the Recognized QIB/QP holds any 144A Securities of such Issuer and for the avoidance of doubt, until such 144A Securities have been transferred as permitted under this Agreement.
2. In connection with a particular issuance of 144A Securities, the Recognized QIB/QP may receive Notification of additional representations, warranties and agreements ("Additional Terms"), if any, that will form a part of the binding contractual relationship among the Recognized QIB/QP and the applicable Issuer and its Transfer Agent. With regard to a particular issuance of 144A Securities, in the event of any conflict between the provisions hereof and the provisions of any Additional Terms, the Additional Terms will govern, except as provided under Section XIV hereof.
3. The Recognized QIB/QP agrees that its application to be a Designated Investor for a particular issuance of 144A Securities and to receive a Slot for that issuance of 144A Securities (whether directly, or through an agent) will constitute an acknowledgement and agreement that (i) all of the representations and warranties in this Agreement and in the applicable Additional Terms are true and correct on and as of the date of application; and (ii) all of the representations, warranties and agreements in this Agreement and in the Additional Terms apply to that particular issuance of 144A Securities and are for the benefit of and enforceable by the applicable Transfer Agent and the Issuer of the particular issuance of 144A Securities. At the time of such application, the Recognized QIB/QP must also certify for the benefit of the applicable Transfer Agent and Issuer of the particular issuance of 144A Securities, in form and substance reasonably satisfactory to the applicable Transfer Agent, that such Recognized QIB/QP is a qualified institutional buyer (as such term is defined in Rule 144A, a "QIB") and a qualified purchaser (as such term is defined under the Investment Company Act of 1940, as amended, and the rules thereunder, a "QP"), and identify such Recognized QIB/QP's status under the Employee Retirement Income Security Act of 1974, as amended and related provisions (collectively, "ERISA"), as further specified in the definition of Non-ERISA Entity included in The PORTAL Alliance Recognized QIB/QP Requirements and Policies, as amended; *provided, however*, that a Recognized QIB/QP shall satisfy such requirement if it has provided the certification (the "Certification") required to access the PORTAL Alliance Platform, which Certification includes required QIB and QP certifications and identification of the Recognized QIB/QP's ERISA status, as of a date that is within sixteen (16) months of the date specified in such Certification, and the Issuer and its Transfer Agent shall be entitled to rely upon the foregoing method of satisfying such requirement without further inquiry. The Recognized QIB/QP further agrees that each

application for a Slot shall constitute the delivery to the Transfer Agent for, and Issuer of, such 144A Securities of a duly authorized "electronic signature" in respect of the applicable Additional Terms.

II. Designated Investor Application Process

1. The Recognized QIB/QP agrees that it will not acquire any interest in 144A Securities unless the Recognized QIB/QP has applied to the applicable Transfer Agent for, and has been assigned, a slot for that particular issuance of 144A Securities that has not expired (a "Slot"). The term "Designated Investor" as used herein refers to an entity which at that time has a Slot assigned to it.
2. The Recognized QIB/QP will only be eligible to apply for a Slot with respect to a particular issuance of 144A Securities if (x) such application is made within sixteen (16) months of the date specified in the Recognized QIB/QP's most recent Certification, and the representations made therein are true and correct as of the date of application or (y) the Recognized QIB/QP has not provided a Certification, the Recognized QIB/QP has otherwise certified to the reasonable satisfaction of the Transfer Agent for such 144A Securities the Recognized QIB/QP's status as a QIB and QP and its status under ERISA, as provided above. In applying for a Slot for a particular issuance of 144A Securities, the Recognized QIB/QP will be representing for the benefit of the Issuer and its Transfer Agent for such 144A Securities that it has reviewed and accepted the Additional Terms for that particular issuance of 144A Securities and that it satisfies any additional standards for eligibility as a Designated Investor specified in the Additional Terms.
3. The Recognized QIB/QP agrees that, even if it satisfies the above criteria, it has no right to be assigned a Slot for any particular issuance of 144A Securities. In particular:
 - i. The Transfer Agent will not assign a Slot for such 144A Securities if doing so would cause the number of Designated Investors to exceed a number specified by the Issuer, which may be increased or reduced from time to time by the Issuer.
 - ii. An Issuer may retain discretion to direct its Transfer Agent to approve or disapprove applications for a Slot based on criteria that are specified in the Additional Terms or otherwise Notified to the Recognized QIB/QPs.
 - iii. Without limiting the generality of the foregoing paragraph (ii), a Transfer Agent for such 144A Securities may be instructed by a particular Issuer of such 144A Securities to disapprove an application for a Slot by:
 - (a) an applicant if that applicant, together with its affiliates, (I) has applied for a Slot in excess of a specified number of times in a period or (II) would have in excess of a specified number of Slots.
 - (b) an applicant that has not provided additional documentation or information specified by the Issuer, including without limitation documentation confirming the authority or identity of the individual who executed this Agreement or took other actions on behalf of the Recognized QIB/QP.
 - (c) an applicant if the Issuer reasonably believes that the applicant or any party acting in concert with the applicant is abusing the assignment process for Slots.
4. The Recognized QIB/QP, so long as a Slot with regard to a particular issuance of 144A Securities has been assigned to it and has not expired or been revoked, may acquire shares of that particular issuance of 144A Securities. A Slot is specific only to the particular issuance of 144A Securities.

III. Revocation of Designated Investor Status

1. If the Recognized QIB/QP is assigned a Slot with respect to a particular issuance of 144A Securities (thereby becoming a Designated Investor), such Designated Investor must have acquired direct ownership of such 144A Securities in an amount at least equal to the Minimum Holding Amount described in Section III.3 below within a period specified in the applicable Additional Terms (the "Buy-in Period") unless the Designated Investor is also a Designated Liquidity Provider or Designated Financing Provider (each, as defined below) for such 144A Securities, having been designated as such by the Issuer of such 144A Securities.
2. If the Designated Investor (other than a Designated Liquidity Provider or a Designated Financing Provider with respect to such 144A Securities) does not acquire a sufficient number of 144A Securities within the Buy-in Period, then its Slot may be revoked and the former Designated Investor will be required, upon request of the Issuer or its Transfer Agent, to sell the 144A Securities it acquired, if any (subject to the terms and conditions of this Agreement and the applicable Additional Terms).
3. Each Designated Investor with respect to a particular issuance of 144A Securities (other than a Designated Liquidity Provider or Designated Financing Provider with respect to such 144A Securities) will be subject to a minimum holding amount (the "Minimum Holding Amount") (unless the Additional Terms relating to the particular issuance specify

otherwise). This Minimum Holding Amount will be established by the Issuer and may be specified in the Additional Terms relating to the issuance of such 144A Securities or otherwise communicated in a Notification to the Designated Investor. If at any time after the end of the applicable Buy-in Period a Designated Investor holds a number of shares of such 144A Securities that is less than the specified Minimum Holding Amount, then the Issuer or its Transfer Agent may Notify the Designated Investor as to its failure to satisfy the Minimum Holding Amount, and if after three (3) business days (or such other time period specified in the Additional Terms or in such Notice), the Designated Investor has not either disposed of all of its holdings of such 144A Securities or acquired sufficient additional shares such that it has satisfied the Minimum Holding Amount, then the Designated Investor will cease to be a Designated Investor (thereby reverting to a Recognized QIB/QP) with respect to such 144A Securities, and such Recognized QIB/QP may be required, upon request of the Issuer or its Transfer Agent, to sell such 144A Securities (subject to the terms and conditions of this Agreement and the applicable Additional Terms).

4. If at any time any of the representations and warranties of the Recognized QIB/QP under the PORTAL Alliance Access Agreement (if applicable), this Agreement or any applicable Additional Terms cease to be true and correct or if the Recognized QIB/QP has not complied with its obligations hereunder (including the Additional Terms), the Recognized QIB/QP must give notice of such occurrence to the Transfer Agent and any applicable Issuer or Issuers of each issue of 144A Securities that it holds within two (2) business days of the Recognized QIB/QP's discovery of such occurrence and the Recognized QIB/QP may have its Slot revoked and will be required, upon request of the Issuer or that Issuer's Transfer Agent, to sell its 144A Securities of such Issuer (subject to the terms and conditions of this Agreement and the applicable Additional Terms).
5. If the Recognized QIB/QP ceases to be a QIB and a QP, or if sixteen (16) months or more have elapsed from (x) the date specified in the Recognized QIB/QP's most recent Certification provided to access the PORTAL Alliance Platform or (y) the date as of which such other certification of QIB, QP and ERISA status has been provided in form and substance reasonably satisfactory to the Transfer Agent for each issue of 144A Securities that it holds, then the Recognized QIB/QP shall not be permitted to acquire any 144A Securities until such time as the Recognized QIB/QP shall submit an updated Certification required to access the PORTAL Alliance Platform or such other certification as may be reasonably satisfactory to the applicable Transfer Agent for such 144A Securities.

IV. Eligible Owners

1. The Recognized QIB/QP hereby certifies that it has either (x) previously completed the Certification required to access the PORTAL Alliance Platform or is completing one in connection with its execution and delivery of this Agreement, and that each Transfer Agent and any applicable Issuer are entitled to rely on such agreement or (y) it has otherwise certified to the reasonable satisfaction of each Transfer Agent its status as a QIB and QP and its status under ERISA.
2. The Recognized QIB/QP will not acquire any interest in a particular issuance of 144A Securities unless it is, at that time, a Designated Investor with respect to that issuance. If the Recognized QIB/QP acquires, holds or disposes of 144A Securities through a broker, such broker must also be a Designated Investor for such 144A Securities, or act solely as an agent in connection with the acquisition or disposition of such 144A Securities. Each Recognized QIB/QP that owns 144A Securities shall hold such 144A Securities for its own account, and it (or any securities intermediary serving as custodian through which it holds any 144A Securities) shall be the sole holder of record of such 144A Securities under Rule 12g5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including for purposes of Rule 12g5-1(b)(3) under the Exchange Act. Unless otherwise provided in the Additional Terms or Notified to the Designated Investor, for 144A Securities included in The Depository Trust Company's Security Holder Tracking Service ("DTC Securities"), the Designated Investor, if not a direct participant in The Depository Trust Company ("DTC"), must hold such DTC Securities with a custodian that is a participant in DTC or, if the Designated Investor is a participant in DTC, in its account at DTC. In the event the 144A Securities are not DTC Securities, the Designated Investor shall hold such 144A Securities with a custodian or in a manner agreed upon with the Transfer Agent for such 144A Securities. To the extent applicable, 144A Securities must be held in the name and the account of the ultimate fund credited with holding such 144A Securities, and may not be held in the name or account of any investment adviser or master fund on behalf of any such other fund. The Recognized QIB/QP understands and agrees that any Designated Liquidity Provider or Designated Financing Provider with which such Recognized QIB/QP transacts with respect to any 144A Securities may rely on the Recognized QIB/QP's compliance with the foregoing and Section IV.1 above.
3. The Recognized QIB/QP understands and agrees that it and any custodian, broker or other securities intermediary through which it holds 144A Securities may provide to the relevant Issuer or its Transfer Agent, or the Issuer and its Transfer Agent may otherwise receive, information relating to the Recognized QIB/QP, including (i) the Recognized QIB/QP's name and address, its tax identification number, its status as a Designated Investor, Designated Liquidity Provider and/or Designated Financing Provider with respect to a particular issuance of 144A Securities and other information provided pursuant to this Agreement (including the information provided on Schedule A hereto) (such information, collectively, "QIB/QP Information") and (ii) subject to the Additional Terms, the number of 144A Securities owned and the details of the Recognized QIB/QP's acquisitions and dispositions of 144A Securities, and the Recognized QIB/QP hereby gives full and irrevocable permission and authority to any custodian, broker or other securities intermediary to provide the information in clauses (i) and (ii) above to the Issuer or its Transfer Agent, as the case may be, upon the request of such party. If any such custodian, broker or other securities intermediary does not provide such information to the Issuer or its Transfer Agent, then the Recognized QIB/QP shall direct the custodian, broker or other securities intermediary to provide such information to such parties. The Recognized QIB/QP agrees, and hereby gives full

and irrevocable permission and authority to, each Transfer Agent to provide, and each Transfer Agent, upon request of The PORTAL Alliance shall provide, to The PORTAL Alliance (i) all QIB/QP Information and (ii) the quantity of 144A Securities bought and sold by such Recognized QIB/QP, the date of such transactions and, where available, the price and time of such transactions, during a given trading period (all such data, "Trade Data"); *provided, however*, that such Trade Data shall be provided to The PORTAL Alliance in a form that does not identify the Recognized QIB/QP that engaged in such transactions. The Recognized QIB/QP hereby consents to the use of such QIB/QP Information and Trade Data by The PORTAL Alliance, agrees that Trade Data that is not attributable to the Recognized QIB/QP may be published by The PORTAL Alliance, and agrees that none of the Issuer or its Transfer Agent shall have any liability to such Recognized QIB/QP for providing such information to The PORTAL Alliance or for The PORTAL Alliance's use of such information. The Transfer Agent shall not have any liability with respect to the accuracy or correctness of the information provided by any custodian, broker or other securities intermediary under this Section IV.3, and shall have no obligation to provide to The PORTAL Alliance QIB/QP Information and Trade Data from third parties that has not been provided to the Transfer Agent.

4. The Recognized QIB/QP Investor consents to the disclosure of information concerning the Recognized QIB/QP's holdings of 144A Securities as specified in the applicable Additional Terms.

V. Transfer Restrictions

1. 144A Securities may be initially offered by the respective Issuer to one or more initial purchasers or placement agents for resale to a limited number of Designated Investors in reliance on Rule 144A or another exemption from registration under the Securities Act. The Recognized QIB/QP understands that the 144A Securities will be offered to it only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the 144A Securities will not have been and will not be registered under the Securities Act, and that the 144A Securities may not be reoffered, resold, pledged or otherwise transferred except in accordance with the provisions of this Agreement, including the applicable Additional Terms.
2. The Recognized QIB/QP agrees that it will not transfer any interest in 144A Securities other than through (i) a transfer of 144A Securities to a Designated Investor or (ii) an ordinary course securities lending arrangement with one or more entities designated by the Issuer to act as a liquidity provider for the 144A Securities (a "Designated Liquidity Provider"). In particular, but without limitation, other than ordinary course securities lending arrangements with a Designated Liquidity Provider or in connection with a bona fide financing arrangement for the purchase or carry of 144A Securities with (i) a Designated Liquidity Provider or (ii) a financial institution that is a Designated Investor and has been authorized by the Issuer to provide financing in respect of the purchase or carry of 144A Securities (a "Designated Financing Provider"), the Recognized QIB/QP will not enter into any option agreement, forward contract, derivative transaction or similar transaction (whether physically or cash settled) with respect or relating to the 144A Securities, will not sell participation interests in 144A Securities to any other person, will not pledge 144A Securities (provided that, in connection with bona fide financing arrangements with Designated Liquidity Providers or Designated Financing Providers, 144A Securities may be pledged to or transferred to Designated Investors), and will not enter into any other arrangement (other than a transfer of 144A Securities to a Designated Investor otherwise permitted hereby) pursuant to which the 144A Securities would no longer be held for its own account or it (or any securities intermediary serving as custodian through which it holds any 144A Securities) would cease to be the sole holder of record of such 144A Securities under Rule 12g5-1 under the Exchange Act. The Recognized QIB/QP will not continue to be party to any transaction with respect to any 144A Securities on the date the Recognized QIB/QP becomes a Designated Investor with respect to such 144A Securities if such transaction would be prohibited by this Agreement or the applicable Additional Terms had such transaction been entered into after such date. The Recognized QIB/QP agrees that the 144A Securities are not margin-eligible for the purposes of Regulation T of the Board of Governors of the Federal Reserve System.
3. The Recognized QIB/QP agrees that the 144A Securities will not, at any time, be permitted to be sold or otherwise transferred pursuant to Rule 144 or Regulation S under the Securities Act or any other available exemption from the registration requirements of the Securities Act other than to a Designated Investor pursuant to Rule 144A, except to the extent that the transfer restrictions imposed by this Agreement and/or the applicable Additional Terms have been terminated pursuant to an Issuer Notification. Subject to the immediately preceding sentence, the transfer restrictions are a part of this Agreement, and apply regardless of whether the Recognized QIB/QP would otherwise be able to sell the 144A Securities under Rule 144 or another exemption.
4. The Recognized QIB/QP agrees that, unless it is a Designated Liquidity Provider, it will not effect any short sales of 144A Securities, regardless of whether or not the Recognized QIB/QP holds the underlying 144A Securities.

VI. Effect of Purported Transfer in Violation of Transfer Restrictions

1. Any purported transfer of an interest in 144A Securities that is not in accordance with this Agreement, including any Additional Terms or the terms of the particular 144A Securities themselves, will be null and void and the purported transferee will acquire no rights or economic interest in the 144A Securities. Without limiting the generality of the foregoing, any purported option, forward, derivative or similar transaction, participation or other arrangement, transfer, pledge or short sale in violation of this Agreement, any Additional Terms or the terms of the 144A Securities themselves will be null and void, and the Recognized QIB/QP agrees to take any steps deemed appropriate by the Issuer or the Transfer Agent to unwind, cancel or reverse such purported transaction or arrangement, including, without limitation (and

to the extent applicable), causing the relevant certificate or certificates for the 144A Securities subject to the purported transaction to be delivered to the Transfer Agent for such 144A Securities.

2. The Recognized QIB/QP agrees that none of the Issuer, its Transfer Agent, any broker and any custodian or other securities intermediary shall be required to take any action in connection with a purported transfer unless such transfer would be in accordance with the terms hereof, any Additional Terms and the terms of the particular 144A Securities themselves and, in the case of any purported transfer that is not in accordance herewith and therewith, the Recognized QIB/QP hereby authorizes the Issuer and its Transfer Agent to take any actions to unwind, cancel or reverse such purported transfer, including without limitation the refusal by the Issuer or its Transfer Agent to issue or register certificates in the name of the purported transferee or the cancellation by the Issuer or its Transfer Agent of any certificates that may have been issued in the name of the purported transferee. The Recognized QIB/QP (including any such person acting as a broker) agrees that any instruction or entitlement order (as each such term is used in the Uniform Commercial Code of applicable jurisdictions) to a securities intermediary relating to a transfer that would not be in accordance with the terms hereof, including the Additional Terms and the terms of the particular 144A Securities themselves, will be treated as ineffective for the purposes of the Uniform Commercial Code of all applicable jurisdictions, will not be deemed genuine or authorized, and will not be deemed to create any interest or a securities entitlement in favor of the purported transferee, and if a transfer has been made in compliance with such ineffective instruction or entitlement order the relevant securities intermediary shall (and shall be authorized to) take all steps necessary or advisable to reestablish the securities entitlement in favor of the holder prior to the purported transfer. The Recognized QIB/QP agrees that this provision supersedes any contrary provision in any other agreement between or among Recognized QIB/QPs or to which such Recognized QIB/QP is otherwise a party, with regard to the relevant securities account.
3. The Recognized QIB/QP understands and agrees that it may be subject to liability from a purported transferee or counterparty to the extent that any purported transfer or other arrangement or transaction is voided, cancelled, unwound or reversed as contemplated by this Agreement.
4. Notwithstanding anything to the contrary contained in this Section VI, the Transfer Agent for an issuance of 144A Securities shall not be required to take any action or refrain from taking any action under this Section VI (including, by way of example and not by way of limitation, transferring or refusing to transfer such 144A Securities to a transferee) if, based upon advice of counsel, such action or non-action may result in a violation of law, regulation or order of a governmental authority of applicable jurisdiction or may cause the Transfer Agent to incur liability, damage or loss, except upon instruction of the Issuer for the applicable issuance of 144A Securities delivered in accordance with the terms of the agreement between such Issuer and its Transfer Agent.

VII. Terms of 144A Securities

1. The specific terms of any issuance of 144A Securities will be set out in the Additional Terms or other Notification to the Recognized QIB/QP or other materials delivered to the Recognized QIB/QP. The Recognized QIB/QP understands that any particular issuance of 144A Securities may have rights that are not equivalent to the rights of other holders of equity securities of the Issuer, including, without limitation, reduced voting rights, limited or no rights to dividends or disparate treatment upon merger, liquidation or other corporate events.

VIII. Issuer Obligations

1. Each Issuer of 144A Securities will provide to each Designated Investor certain information through the Notification procedures described below, and such information may be described in more detail in the Additional Terms and may include, without limitation:
 - i. Annual reports and quarterly reports containing specified information; and
 - ii. Limited current disclosure for certain specified events.
2. Except as required by law, regulation or order or as contemplated by this Agreement or the Additional Terms, the Issuer will not disclose information regarding the holding of 144A Securities of any Designated Investor to any person other than its Transfer Agent, the Issuer's auditors and advisors (provided that such persons agree to maintain the confidentiality of such information in accordance with their respective policies and applicable laws and regulations) or as may be reasonably required for the Issuer to conduct its business in the ordinary course and exercise its rights in respect of the 144A Securities.
3. The Additional Terms with respect to a particular issuance of 144A Securities may contain additional Issuer obligations.

IX. Notice Procedures

1. At any time, and from time to time, the Issuer or its Transfer Agent may provide a notice (a "Notice" or "Notification") to Recognized QIB/QPs regarding the relevant 144A Securities. Notices may be posted on a website maintained by The PORTAL Alliance, which may be password protected (an "Issuer Website"). Any such Notice that is posted on an Issuer

Website shall be deemed to have been delivered to each person with access to such Issuer Website upon the earlier of (i) the receipt by such person of an e-mail or facsimile at the address specified in this Agreement (or such other address as notified to the Transfer Agents by the Recognized QIB/QP) indicating that a Notice has been posted on the Issuer Website and (ii) the time of posting on the Issuer Website if the date of such posting was previously Noticed to such person; *provided, however*, that if a Recognized QIB/QP shall deliver a written Notice to the applicable Transfer Agent that it does not wish to receive e-mail notifications that a Notice has been posted on the Issuer Website, then such Notice shall be deemed to have been delivered to such Recognized QIB/QP at the time such Notice is posted on the Issuer Website. In addition, the Recognized QIB/QP, upon becoming a Designated Investor with respect to a particular issuance of 144A Securities, shall be deemed to have received, as of the date of becoming such Designated Investor, all Notices with respect to that particular issuance of 144A Securities that have been posted to the Issuer Website on or prior to that date and which are available on the Issuer Website as of that date. Notices may also be delivered to the Recognized QIB/QP by an e-mail or facsimile to the address or number specified in the PORTAL Alliance Access Agreement (if applicable) or subsequently provided, in writing, to the applicable Transfer Agent, and shall be deemed to have been delivered upon transmission to such e-mail address or facsimile number.

2. Subject to any additional provisions that may be included in the applicable Additional Terms, the Recognized QIB/QP agrees that it will use any information of which it is Notified that is not otherwise made public (other than by breach of any duty of confidentiality owed to an Issuer) ("Issuer Information") only for purposes of evaluating or monitoring its investment in the 144A Securities and will not disclose any Issuer Information to any person who is not a Recognized QIB/QP or a partner, advisor, director, officer, employee, affiliate, advisor, consultant or third-party service provider of the Recognized QIB/QP (each of which such Recognized QIB/QP or other person is bound by confidentiality obligations at least as restrictive as those contained herein) who the Recognized QIB/QP determines needs to know such information (the Recognized QIB/QP and such other Recognized QIB/QPs and other persons are hereinafter collectively referred to as "Permitted Recipients"), except (i) with the consent of the Issuer, (ii) as may be required by applicable law, regulation or order, including in connection with any judicial, regulatory, self-regulatory or administrative proceeding, or in connection with any regulatory report, audit or inquiry or other request for information from a regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) as may be reasonably necessary in the ordinary course of the performance of a Designated Liquidity Provider's services with respect to its customers or prospective customers. If Issuer Information is so requested or required to be disclosed (except by a Designated Liquidity Provider to its customers or prospective customers, as provided above), the Recognized QIB/QP will promptly notify the Issuer to the extent permitted by applicable law. The Recognized QIB/QP agrees to advise all Permitted Recipients of their obligations concerning Issuer Information and agrees to take all steps reasonable or necessary to monitor and ensure satisfaction by all Permitted Recipients of these obligations.

Notwithstanding anything to the contrary in this Section IX.2, nothing in this Agreement shall restrict the ability of a Recognized QIB/QP to use Trade Data from the Recognized QIB/QP's transactions in 144A Securities in the ordinary course of such Recognized QIB/QP's business, irrespective of whether such data also constitutes Issuer Information; provided, however, that Recognized QIB/QP shall not use data in a manner that constitutes a general solicitation or general advertising within the meaning of Rule 502 under the Securities Act.

3. With respect to Notices or Notifications by or from the Recognized QIB/QP, the same may be delivered, as appropriate (i) to an Issuer by a writing, e-mail or facsimile to the address or number specified in the applicable Additional Terms or (ii) to a Transfer Agent by writing, e-mail or facsimile to the address or number for such Transfer Agent Notified to the Recognized QIB/QP or by any additional means of communication designated to such Recognized QIB/QP in a Notice by such Transfer Agent.

X. Governing Law; Waiver of Trial by Jury; Transfer Agent Reliance and Obligation

1. The contractual agreement formed among the Recognized QIB/QP, on the one hand, and the Issuer of a particular issuance of 144A Securities and its Transfer Agent for such 144A Securities, on the other hand, by this Agreement and any Additional Terms shall be governed by and construed in accordance with the substantive laws, and not the choice of law rules, of the State of New York. The parties hereby irrevocably (a) submit to the non-exclusive jurisdiction of any New York State court sitting in the Borough of Manhattan, The City of New York, or the United States District Court for the Southern District of New York in any action or proceeding arising out of or relating to this Agreement and (b) waive, to the fullest extent they may effectively do so, any defense based on inconvenient forum, improper venue or lack of jurisdiction to the maintenance of any such action or proceeding.
2. EACH TRANSFER AGENT AND THE RECOGNIZED QIB/QP HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE RELEVANT ADDITIONAL TERMS.
3. Each Transfer Agent may rely on advice, opinions or instructions received from an Issuer's legal counsel or its own legal counsel. Each Transfer Agent may also rely (i) on any writing or other instruction, including any trade information, trade details or transfer instructions, believed by it to have been furnished by or on behalf of a Recognized QIB/QP; (ii) on any statement of fact contained in any such writing or other instruction which it does not believe to be inaccurate; (iii) on the apparent authority of any person to act on behalf of the Recognized QIB/QP as having actual authority to the extent of its reliance on such apparent authority; (iv) on the authenticity of any signature (manual, facsimile or electronic) appearing on

any writing; and (v) on the conformity to the original of any copy, and the Transfer Agents will not be held liable by any Recognized QIB/QP for any action taken in reliance on the foregoing.

4. The Transfer Agents are each acting as agent for the relevant Issuer of each particular issuance of 144A Securities on the basis of an agreement between that Issuer and its Transfer Agent, and that Transfer Agent's primary responsibility will be the performance of its obligations contained in each such agreement. No rights shall be granted to any other person by virtue of a Transfer Agent's agreement with an Issuer, and there are no third party beneficiaries thereof (including any Recognized QIB/QP).

XI. General

1. NO TRANSFER AGENT, ITS SUPPLIERS, ANY DESIGNATED LIQUIDITY PROVIDER OR DESIGNATED FINANCING PROVIDER, THE PORTAL ALLIANCE OR THE ISSUERS (EACH, A "DISCLAIMING PARTY"), NOR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, MAKES ANY WARRANTY TO ANY RECOGNIZED QIB/QP OR ANY OTHER PERSON AS TO THE TRANSFER TRACKING SYSTEMS OF EITHER TRANSFER AGENT, WHETHER EXPRESS OR IMPLIED, INCLUDING (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY WARRANTY OF NON-INFRINGEMENT, OR (C) ANY WARRANTY REGARDING THE CORRECTNESS, QUALITY, ACCURACY, RELIABILITY, SECURITY, PERFORMANCE, COMPLETENESS, TIMELINESS OR CONTINUED AVAILABILITY OF THE TRANSFER AGENTS' TRACKING SYSTEMS OR ANY PORTION THEREOF. EACH TRANSFER AGENT'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT THE RECOGNIZED QIB/QP'S SOLE RISK. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER ANY DISCLAIMING PARTY NOR ANY AFFILIATE OR REPRESENTATIVE THEREOF SHALL HAVE ANY DUTY OR OBLIGATION TO MAINTAIN THE TRANSFER AGENTS' TRACKING SYSTEMS OR ANY PORTION THEREOF OR TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED THEREON.
2. No Transfer Agent shall have any liability for any losses, liabilities, costs, expenses, and/or judgments (collectively, "Losses") for any actions taken, or omitted to be taken, by such Transfer Agent hereunder except for such Losses caused by its negligence or willful misconduct; provided, however, that in no event shall a Transfer Agent incur any liability for Losses to the extent caused by the Transfer Agent's refusal to assign a Slot, revoke a Slot, designate a Recognized QIB/QP as a Designated Investor or refusal to issue, transfer or register 144A Securities that the Recognized QIB/QP transferred or attempted to transfer in violation of this Agreement, or for any actions taken, or omitted to be taken, pursuant to and in conformity with the provisions of Section III.4 or III.5 of this Agreement; and provided, further, that each Transfer Agent will not be liable for special, indirect, incidental, consequential or punitive loss or damage of any kind whatsoever (including but not limited to lost profits), even if such Transfer Agent has been advised of the possibility of such damages and regardless of the form of action.

XII. Successors and Assigns; No Other Party Shall have Rights Hereunder

1. This Agreement shall be binding upon the successors and assigns of the Recognized QIB/QP (including, without limitation, any successors by merger, consolidation or acquisition of all or a portion of the Recognized QIB/QP's assets or business). Except with respect to Designated Liquidity Providers and Designated Financing Providers as set forth in Section IV.2 hereof and The PORTAL Alliance as set forth in Section IV.3 and Section XIV hereof, no person other than the Recognized QIB/QP, the applicable Transfer Agent and Issuers from time to time of 144A Securities shall have any rights under or in respect of this Agreement.
2. Notwithstanding the foregoing, if the Recognized QIB/QP changes its name, address or taxpayer identification number, or some other event occurs which results in an entity with a different name, address or taxpayer identification number assuming the obligations of the Recognized QIB/QP hereunder, the Recognized QIB/QP or such other entity shall promptly re-execute a form of this Agreement with such updated information and provide it to each Transfer Agent, and shall take such other or additional steps as reasonably directed by a Transfer Agent or any Issuer including, without limitation, delivering an updated Certification or otherwise certifying to the reasonable satisfaction of the applicable Transfer Agent the Recognized QIB/QP's status as a QIB and QP and its status under ERISA.

XIII. Additional Recognized QIB/QPs; Managed Accounts

1. As contemplated by this Agreement, 144A Securities may only be held of record by Designated Investors (or any securities intermediary serving as custodian through which it holds any 144A Securities in an account in the name of the Designated Investor) and each Designated Investor that holds 144A Securities must have either completed the Certification or otherwise certified to the reasonable satisfaction of each Transfer Agent its status as a QIB and QP and its status under ERISA, and entered into this Agreement and have agreed to the Additional Terms in respect of that issuance of 144A Securities. Schedule A hereto is to facilitate the execution of this Agreement in circumstances where a person has the power and authority to enter into this Agreement for and on behalf of more than one institutional investor that satisfies the criteria set forth in this Agreement to be a Recognized QIB/QP. By executing and delivering this Agreement, including Schedule A, the person executing this Agreement as Authorized Signatory is causing the Recognized QIB/QP listed on the signature page hereto and each of the parties listed on Schedule A to enter into this Agreement. Such person hereby (i) represents, warrants and agrees with the Transfer Agents and all Issuers from time to time of 144A

Securities that it has the power and authority to execute this Agreement on behalf of the Recognized QIB/QP listed on the signature page hereto and each party listed on Schedule A and (ii) agrees that it shall provide such information as may be reasonably requested to confirm that it has such power and authority, and it is further agreed that the Recognized QIB/QP listed on the signature page hereto and each party listed on Schedule A will be deemed to have entered into a separate Agreement with each Issuer and the Transfer Agent from time to time for the applicable issuance of such Issuer's 144A Securities and such Agreement shall be interpreted and enforced on such basis.

2. By executing this Agreement, the Recognized QIB/QP listed on the signature page hereto and each party listed on Schedule A hereto authorize each of the undersigned Transfer Agents to receive the information contained on Schedule A even if the Recognized QIB/QP or any of the parties listed on Schedule A has not invested in 144A Securities for which the recipient Transfer Agent is transfer agent.

XIV. Third-Party Beneficiary

1. Each party hereto (including each party hereto with respect to a particular issuance of 144A Securities) acknowledges and agrees that The PORTAL Alliance has relied on, and shall be an express third-party beneficiary (and not merely an incidental third-party beneficiary) of this Agreement with respect to, Section IV.3 hereto, and the obligations of each party thereunder to provide QIB/QP Information and Trade Data, and, as such, entitled to enforce such obligations under this Agreement against any party hereto in its own name and on its own behalf. The parties hereto agree that irreparable damage would occur in the event that such parties did not deliver QIB/QP Information and Trade Data under Section IV.3 hereto in accordance with its specific terms. It is accordingly agreed that The PORTAL Alliance's sole remedy under this Section XIV.1 for the failure of a relevant party to deliver QIB/QP Information or Trade Data shall be an action for specific performance against the party or parties required to provide such QIB/QP Information or Trade Data. No amendment to Section IV.3 or this Section XIV.1 shall be made by any party (including pursuant to any applicable Additional Terms) without the prior written consent of The PORTAL Alliance, and the rights granted to The PORTAL Alliance under Section IV.3 and this Section XIV.1 shall survive any termination of this Agreement with respect to any party.

XV. Amendments

1. Subject to Section XIV, this Agreement may be amended, modified or superseded (a) as expressly agreed to in writing by the Recognized QIB/QP and the Transfer Agents, (b) in any manner that does not adversely affect in any material respect the Recognized QIB/QP and any other Recognized QIB/QPs (considered as a whole) or Issuers (considered as a whole), by the Transfer Agents without the consent of any person, upon the 30th day after Notice to the Recognized QIB/QP of such proposed amendment, or (c) as the Transfer Agents deem necessary, desirable or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any U.S. federal or state or non-U.S. agency or judicial authority (including any applicable domestic or foreign industry self-regulatory organization of competent jurisdiction) or contained in any applicable U.S. federal or state or non-U.S. statute, without the consent of any person, upon the 30th day after Notice to the Recognized QIB/QP of such proposed amendment or such shorter period as may be required.

XVI. Counterparts

1. This Agreement may be executed manually in any number of counterparts, each of which such counterparts, when so executed and delivered, shall be deemed an original, and all such counterparts when taken together shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered on the date written below.

Recognized QIB/QP Legal Name:	Address	Tax ID No./EIN
Principal Contact Name:	Principal Contact Telephone	Principal Contact E-mail:

Authorized Signatory (on behalf of the Recognized QIB/QP and each Recognized QIB/QP named in Schedule A hereto):

Name: _____

Title: _____

AMERICAN STOCK TRANSFER & TRUST COMPANY, as agent and
on behalf of Issuers from time to time of 144A Securities

By: _____

Name:

Title:

Date:

THE BANK OF NEW YORK MELLON, as agent and on behalf of Issuers from time to time of 144A Securities

By: _____

Name:

Title:

Date:

SCHEDULE A

Affiliated QIB/QPs				Principal Contact		
1.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
2.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
3.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:

4.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
5.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
6.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
7.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:

8.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization:	Phone: Email:	Street Address: City, State, Zip: Country:
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