

9. Except in the case of a Synthetic Security, the obligation provides for payment of a fixed amount of principal payable in cash according to a fixed schedule (which may include optional call dates) and at stated maturity thereof. The payment or repayment of the principal, if any, of the obligation is not an amount determined by reference to any formula or index or subject to any contingency under the terms thereof (except in the case of a Synthetic Security).
10. The obligation will not subject the Issuer, with respect to payments due under its terms or proceeds of its disposal, to a withholding tax (other than withholding taxes with respect to commitment and similar fees associated with Collateral Obligations constituting Revolving Loans or participations in Revolving Loans), unless the obligor or issuer must make additional payments so that the net amounts received by the Issuer after satisfaction of such tax is the amount due to the Issuer before the imposition of any such withholding tax.
11. The Obligor is Domiciled in an Eligible Country.
12. The obligation is not a Loan that is an obligation of a debtor in possession or a trustee for a debtor in an insolvency proceeding other than a Current Pay Obligation or a DIP Loan.
13. In the case of an obligation that is a participation in a Term Loan or Revolving Loan, the participation seller has an issuer credit rating (long-term senior unsecured rating) by Moody's of at least "A3" and an issuer credit rating (long-term senior unsecured rating) by S&P of at least "A".
14. The obligation does not constitute Margin Stock or a Margin Loan.
15. The obligation is not a Zero-Coupon Obligation or a Step-up Obligation.
16. In the case of a Synthetic Security, the Synthetic Security Counterparty or issuer, as the case may be, has a long-term senior unsecured rating by Moody's of at least "A1", and if rated "A1" by Moody's, such rating is not on watch for downgrade, and a long-term senior unsecured rating by S&P of at least "A+".
17. The obligation is treated for U.S. federal income tax purposes as indebtedness.
18. In the case of an obligation issued by a U.S. obligor, the obligation is in registered form within the meaning of Sections 871(h)(2)(B)(i) and 881(c)(2)(B)(i) of the Code.
19. The obligation will not cause the Issuer to be deemed to have participated in the negotiation of the terms of a primary loan origination for U.S. tax purposes.
20. In the case of a PIK Obligation (other than a Partial PIK Obligation), no interest has been deferred or capitalized with respect thereto.
21. In the case of a Structured Finance Obligation, neither the Collateral Manager nor any of its Affiliates is an investment manager or investment adviser for the issuer thereof.
22. The obligation is eligible under its Reference Instrument to be purchased by the Issuer and pledged to the Trustee.

### **The Collateral Quality Test**

The "Collateral Quality Test" will be satisfied if, as of any date of determination, in the aggregate, the Collateral Obligations owned (or, if the Collateral Quality 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 Grid Test is satisfied;
- (ii) The Weighted Average Life Test is satisfied;