

derived from assets located, in Recovery Approved Countries but that is incorporated or formed, as applicable, in any Tax Jurisdiction.

“Excepted Property”: \$500 (comprised of \$250 received in connection with the issuance of the ordinary shares of the Issuer and \$250 received as a fee for issuing the Securities and the Preferred Shares), together with the bank account of the Issuer in the Cayman Islands in which such funds are deposited and any interest thereon and the Preferred Shares Payment Account (as defined in the Fiscal Agency Agreement) and any funds deposited in or credited to such account.

“Excess Interest”: Any Interest Proceeds distributed on the Subordinated Securities pursuant to the Priority of Interest Proceeds.

“Exchange Act”: The United States Securities Exchange Act of 1934, as amended.

“Expense Reserve Account”: The account established pursuant to Section 10.1(b) and described in Section 10.3(b).

“FATCA Compliance”: Compliance with Sections 1471 through 1474 of the Code and any related provisions of law, court decisions, or administrative guidance, including the Issuer entering into and complying with an agreement with the U.S. Internal Revenue Service contemplated by Section 1471(b), in each case as necessary so that no tax will be imposed or withheld under those Sections in respect of payments to or for the benefit of Issuer.

“FATCA Compliance Costs”: The costs to the Issuer of achieving FATCA Compliance.

“FIEL”: The meaning specified in Section 2.5(f)(xxii).

“Finance Lease”: A lease agreement or other agreement entered into in connection with and evidencing any transaction pursuant to which the obligations of the lessee to pay rent or other amounts on a triple net basis under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, are required to be classified and accounted for as a capital lease on a balance sheet of such lessee under generally accepted accounting principles in the United States; but only if (a) such lease or other transaction provides for the unconditional obligation of the lessee to pay a stated amount of principal no later than a stated maturity date, together with interest thereon, and the payment of such obligation is not subject to any material non-credit related risk as determined by the Investment Manager, (b) the obligations of the lessee in respect of such lease or other transaction are fully secured, directly or indirectly, by the property that is the subject of such lease, (c) the interest held by the Issuer in respect of such lease or other transaction is treated as debt for U.S. federal income tax purposes and (d) it has a rating by Moody’s and S&P.

“Financial Asset”: The meaning specified in Article 8 of the UCC.

“Financing Statement”: The meaning specified in Article 9 of the Uniform Commercial Code in the relevant jurisdiction.