

“Fiscal Agency Agreement”: The Fiscal Agency Agreement dated as of the Closing Date among the Fiscal Agent, the Share Registrar and the Issuer, as amended from time to time in accordance with the terms thereof.

“Fiscal Agent”: The Bank, solely in its capacity as Fiscal Agent under the Fiscal Agency Agreement, unless a successor Person shall have become the Fiscal Agent pursuant to the applicable provisions of the Fiscal Agency Agreement, and thereafter, the Fiscal Agent shall mean such successor Person.

“Floating Rate Notes”: Each Class of Notes bearing interest at a floating rate.

“FRB”: Any Federal Reserve Bank.

“Funded Amount”: With respect to any Credit Facility at any time, the aggregate principal amount of advances or other extensions of credit made thereunder by the Issuer that are outstanding and have not been repaid at such time.

“Funding Certificate”: A certificate setting forth the proceeds of the issuance of the Securities and the Preferred Shares received on the Closing Date, the amounts received by the Issuer from any Hedge Counterparty under any Hedge Agreement on the Closing Date and the amounts and disposition of all organizational and other fees and expenses incurred in connection with the issuance of the Securities and the Preferred Shares and the entry by the Issuer into the Hedge Agreements that are to be paid from such proceeds.

“Global Security”: Any Rule 144A Global Security, Temporary Global Security or Regulation S Global Security.

“Governing Documents”: With respect to (a) the Issuer, its Memorandum and Articles and (b) the Co-Issuer, its Limited Liability Company Agreement, in each case as originally executed and as supplemented, amended and restated from time to time in accordance with their terms.

“Grant”: To grant, bargain, sell, alienate, convey, assign, transfer, mortgage, pledge, create and grant a security interest in and right of set-off against. A Grant of property shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including without limitation the immediate and continuing right to claim for, collect, receive and receipt for principal and interest payments in respect thereof, and all other amounts payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring legal or other proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

“Hedge Agreement”: Any interest rate swap, cap or timing agreement or other interest protection agreement entered into between the Issuer and a Hedge Counterparty in accordance with Article XVI, in each case including each confirmation of a transaction executed thereunder, as amended from time to time in accordance with its terms.