

(iv) within one Business Day after receipt of any Distribution or other proceeds which are not cash, the Trustee shall so notify the Issuer and the Issuer shall, within five Business Days of receipt of such notice from the Trustee, sell such Distribution or other proceeds for cash in an arm's length transaction to a Person that is not an Affiliate of the Issuer or the Investment Manager unless the Investment Manager certifies to the Trustee that Distributions or other proceeds constitute Collateral Obligations, Equity Securities or Eligible Investments.

(c) Eligible Investments. Eligible Investments must mature no later than the Business Day immediately preceding the next Distribution Date; provided, however, if an Event of Default has occurred and is continuing, Eligible Investments must mature no later than the earlier of (i) 30 days after the date of such investment or (ii) the Business Day immediately preceding the next Distribution Date.

Section 10.3. Additional Accounts.

(a) Payment Account.

(i) Deposits. The Trustee shall promptly upon receipt deposit in the Payment Account all funds and property designated in this Indenture for deposit in the Payment Account, including on the Business Day prior to each Distribution Date, funds in the Collection Account in accordance with the Distribution Date Instructions.

(ii) Withdrawals. The only permitted withdrawal from or application of funds or property on deposit in the Payment Account shall be in accordance with the provisions of this Indenture, including on or before each Distribution Date, as specified in the Distribution Date Instructions.

(b) Expense Reserve Account.

(i) Deposits. The Trustee shall promptly upon receipt deposit in the Expense Reserve Account all funds designated for deposit in the Expense Reserve Account, including:

(A) funds designated in the Funding Certificate for deposit in the Expense Reserve Account for the payment of organizational and other expenses incurred in connection with the issuance of the Securities but unpaid on or before the Closing Date, and

(B) funds from Interest Proceeds as directed in accordance with subclause (iii) of the Priority of Interest Proceeds.

(ii) Withdrawals. The only permitted withdrawal from or application of funds or property on deposit in the Expense Reserve Account shall be in accordance with the provisions of this Indenture, including at the direction of the Investment Manager:

(A) from time to time, at the direction of the Investment Manager on behalf of the Issuer, to pay such expenses described in clause (i)(A) above,