

(iii) directing, as applicable, the release of any Collateral Obligation to be delivered pursuant to such Securities Lending Agreement.

(c) Whenever a loan of a Collateral Obligation is made by the Issuer to a Securities Lending Counterparty under a Securities Lending Agreement pursuant to this Section 12.4, the lien of the Trustee in such Collateral Obligation Granted by the Issuer shall, immediately prior to such loan, be released (with no further action required on the part of the Issuer or the Trustee).

(d) Subject to Section 6.1(c)(iv), the Trustee shall be authorized to acknowledge any Securities Lending Agreement (or to enter into any related account control agreement, collateral agreement or any similar agreement) at the instruction of the Investment Manager on behalf of the Issuer and to perform in accordance therewith, and to make delivery and accept delivery and return (directly or through a custodian or intermediary) of any collateral pursuant thereto, or pursuant to such instruction as shall be provided by the Investment Manager in connection therewith and to take any actions and exercise any rights and remedies under any such Securities Lending Agreement (and any related account control agreement, collateral agreement or any similar agreement) as the Investment Manager may instruct; *provided, however*, that the Trustee shall not be under any obligation to enter into any Securities Lending Agreement and without specific instructions from the Investment Manager, shall not be under any obligation to acknowledge any Securities Lending Agreement (or to enter into any account control agreement, collateral agreement or any similar agreement), or to deliver or receive any collateral pursuant thereto, without specific written instruction of the Investment Manager. The Investment Manager shall provide written instructions to the Trustee with respect to the administration of any such Securities Lending Agreement (and any account control agreement, collateral agreement or any similar agreement) including, without limitation, with respect to any default and the exercise of rights and remedies thereunder, as the Trustee may reasonably require. Any instruction by the Issuer or Investment Manager to the Trustee with respect to any Securities Lending Agreement (and any related account control agreement, collateral agreement or any similar agreement), the lending or return of Collateral Obligations thereunder, the posting of collateral thereunder or other matters concerning the administration thereof or exercise of rights or remedies thereunder, shall contain such information as the Trustee reasonably may require to enable it to perform and carry out the terms thereof. In connection with any such instruction by the Investment Manager, the Trustee shall be entitled to receive and rely upon an Officer's certificate of the Investment Manager to the effect that such Securities Lending Agreement, any related agreement, and the Securities Lending Counterparty thereunder, is each in compliance with the requirements of this Indenture. The acknowledgement of any Securities Lending Agreement (or execution of any account control agreement, collateral agreement or any similar agreement) by the Trustee shall not cause, or be deemed to imply, any responsibility of evaluation on the part of the Trustee for the sufficiency, validity or adequacy of the terms thereof. Nothing herein shall be construed to cause the Trustee to have any fiduciary duties to any Securities Lending Counterparty.

So long as any Collateral Obligation is on loan pursuant to a Securities Lending Agreement, (i) the Trustee shall have no liability for any failure or inability on its part to receive any information or take any action in respect of such Collateral Obligation by reason of its being on loan (including without limitation, any failure to take action in respect of a notice of redemption, consent solicitation, exchange or tender offer or similar corporate action) and (ii)