

Aggregate Outstanding Amount of Class A-1 Notes issued on the Closing Date by (B) the Aggregate Outstanding Amount of Class A-1 Notes as of the date of determination);

(viii) providing for and/or facilitating the issuance of additional securities (including any Additional Equity Issuance) in accordance with the Indenture;

(ix) taking any action necessary or advisable (A) to prevent either of the Co-Issuers, the Trustee or any paying agent from being subject to withholding or other taxes, fees or assessments including by achieving FATCA Compliance or (B) to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise being subjected to income tax in any jurisdiction outside its jurisdiction of incorporation;

(x) making any change required by the stock exchange on which any Class of Securities is listed (or proposed to be listed), if any, in order to permit or maintain such listing or to facilitate the delisting of any Class from an exchange;

(xi) evidencing or implementing any changes thereto required by applicable law and related regulations (including, without limitation, the USA PATRIOT Act) to the extent that they are applicable to the Issuer;

(xii) facilitating the delivery and maintenance of the Notes in accordance with the requirements of DTC, Euroclear or Clearstream;

(xiii) reducing the Authorized Denominations of any Class subject to applicable law; *provided* that such reduction does not result in additional requirements in connection with listing the Securities on any stock exchange;

(xiv) providing for and/or facilitating a Redemption Financing in accordance with the Indenture;

(xv) effect securities lending in accordance with the Indenture; or

(xvi) amending the Indenture or the Notes in any manner which the Issuer may determine will not materially and adversely affect the interest of any holder of Securities or any Hedge Counterparty (other than any Class and/or any Hedge Counterparty that has given any required consent as described below to such supplemental indenture); *provided* that, so long as the Class A-1 Notes are Outstanding, a Majority of the Class A-1 Notes has not provided written notice of its objection to the Trustee within 15 Business Days of notice of such proposed amendment based upon such Majority's determination that such amendment would have a material and adverse effect on the interests of the Class A-1 Notes (*provided* that, if objection is made, the objecting holders will provide the basis for such determination);

(b) with the consent of a Majority of the Subordinated Securities and the Investment Manager and without Rating Agency Confirmation, in order to modify the Investment Manager Incentive Fee Amount;

(c) with the consent of the Controlling Party (only so long as the Class A-1 Notes are Outstanding) and the Investment Manager and Rating Agency Confirmation, in order to (i) modify the Collateral Quality Tests and definitions related thereto (including the Collateral Matrix) or (ii) incorporate changes in the methodology of a Rating Agency (excluding any changes to a Coverage Test or definitions related thereto);

(d) without the consent of any holder of Securities but with Rating Agency Confirmation from (x) Moody's, in order to modify the Moody's Rating Schedule or related definitions, or (y) S&P, in order to modify the S&P Rating Schedule or related definitions; *provided* that, so long as the Class A-1 Notes are Outstanding, if holders of at least 25% of the Aggregate Outstanding Amount of the Class A-1 Notes have provided written notice of its objection to the Trustee within 15 Business Days of notice of such proposed amendment setting out reasonable basis for such holders' determination that such amendment would have a material and adverse effect on the interests of the Class A-1 Notes, such amendment must be proposed pursuant to clause (f); *provided, however*, that if additional Class A-1 Notes have been issued after the Closing Date, the threshold for objection will be the