

Amendments of the Fiscal Agency Agreement

The Issuer, the Fiscal Agent and the Share Registrar may amend the Fiscal Agency Agreement without obtaining the consent of Shareholders, (x) if such amendment would have no material adverse effect on the Preferred Shares or (y) for any of the following purposes:

- to evidence the succession of another person to the Issuer and the related assumption of obligations by such successor;
- to add to the covenants of any party for the benefit of the Shareholders;
- to evidence and provide for the acceptance of appointment by a successor Fiscal Agent;
- to reduce the permitted Authorized Denomination;
- to take any action necessary or advisable to prevent the Issuer from being subject to withholding or other taxes, fees or assessments or to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise being subjected to United States federal, state or local income tax on a net income tax basis;
- to take any action necessary or advisable to prevent the Issuer or the pool of Collateral from being required to register under the Investment Company Act;
- to modify the Fiscal Agency Agreement to conform with applicable law;
- otherwise to correct any ambiguities, errors or inconsistencies in the Fiscal Agency Agreement or between any provision of the Fiscal Agency Agreement and the final Offering Memorandum;
- to modify the transfer restrictions in accordance with any change in any applicable law or regulation (or the interpretation thereof) or to enable the Issuer to rely upon any less restrictive exemption from registration under the Securities Act, the Investment Company Act or other applicable law; or
- to accommodate the issuance of the Preferred Shares in book-entry form through the facilities of DTC, Euroclear or Clearstream.

The Issuer, the Fiscal Agent and the Share Registrar may amend the Fiscal Agency Agreement with the consent of a Majority of the Preferred Shares if such amendment would have a material adverse effect on the Preferred Shares; *provided, however*, the consent of each Shareholder is required for any amendment of the Fiscal Agency Agreement that would:

- change the payment terms of the Preferred Shares (including the date, location or currency of such payment);
- modify any of the provisions of the Fiscal Agency Agreement relating to when Shareholder consent is required, except to increase any such percentage or to provide that certain other provisions of the Fiscal Agency Agreement cannot be modified or waived without the consent of each Shareholder materially and adversely affected thereby;
- impose any restrictions on the transfer of the Preferred Shares other than such restrictions to reflect any changes in applicable law or regulation or simply describe the way in which such transfer is to be executed; or
- impose any liability of a Shareholder to any third party other than such liabilities described in the Fiscal Agency Agreement.