

“Reinvestment Agreement”: A guaranteed reinvestment agreement from a bank, insurance company or other corporation or entity organized under the laws of the United States of America or any state thereof under which no payments are subject to any withholding tax unless the obligor is required to pay “gross-up” payments that cover the full amount of any such withholding tax; *provided* that such agreement provides that it is terminable by the purchaser, without premium or penalty, in the event that the rating assigned to such agreement by either Rating Agency is at any time lower than the rating required pursuant to the terms of this Indenture to be assigned to such agreement in order to permit the purchase thereof.

“Reinvestment Period”: The period beginning on the Closing Date and ending on the earliest to occur of (a) the Business Day immediately preceding the Determination Date relating to the Distribution Date in June 2014, (b) the date after the Non-Call Period specified by the Investment Manager in a notice to the Trustee that investments in additional Collateral Obligations within the foreseeable future would be either impractical or not beneficial, (c) the last day of the Due Period related to any Rated Notes Redemption Date, or (d) the date of termination of the Reinvestment Period pursuant to Section 5.2(a).

“Reinvestment Requirements”: The meaning specified in Section 12.1(e).

“Relevant Jurisdiction”: As to any obligor on any Collateral Obligation, any jurisdiction (a) in which the obligor is incorporated, organized, managed and controlled or considered to have its seat, (b) where an office through which the obligor is acting for purposes of the relevant Collateral Obligation is located, (c) in which the obligor executes Underlying Instruments or (d) in relation to any payment, from or through which such payment is made.

“Replacement Notes”: The meaning specified in Section 9.1(c).

“Required Redemption Percentage”: With respect to (a) any Optional Redemption resulting from a Tax Event, the Holders of at least 66 2/3% of the Aggregate Outstanding Amount of the Subordinated Securities or a Majority of any Affected Class and (b) any other Optional Redemption, a Majority of the Subordinated Securities.

“Restricted Trading Condition”: Each day during which (i) the rating of any Class A Notes is one or more subcategories below its initial rating, (ii) the rating of any of the Class B Notes, the Class C Notes or the Class D Notes is two or more subcategories below its initial rating, or (iii) the rating of any Class of Rated Notes has been withdrawn (unless it has been reinstated); *provided, however*, that if the Restricted Trading Condition is in effect, the Controlling Party may elect to waive such condition, which waiver will remain in effect until the earlier of (A) revocation of such waiver by Controlling Party and (B) a further downgrade or withdrawal of the rating of any Class of Rated Notes that, notwithstanding such waiver, would cause the Restricted Trading Condition to apply.

“Revolving Credit Facility”: A debt instrument (including Participations) that provides the borrower with a line of credit against which one or more borrowings may be made up to the stated principal amount of such facility and which provides that such borrowed amount may be repaid and reborrowed from time to time; *provided* that such debt instrument (including any such Participation) shall be considered a Revolving Credit Facility only for so long as, and to the