

(e) The Trustee shall not in any way be held liable by reason of any insufficiency of funds in any Account resulting from any loss relating to any such investment and will not be liable for the selection of investments.

Section 10.2. Collection Account.

(a) Deposits. The Trustee shall promptly upon receipt deposit in the Interest Collection Account or the Principal Collection Account, as applicable, all funds and property received by the Trustee and (x) designated for deposit in the Collection Account or (y) not designated under this Indenture for deposit in any other Account, including:

- (i) the Closing Date Interest Deposit,
- (ii) any amounts received under the Hedge Agreements,
- (iii) all proceeds received from the disposition of any Collateral (unless simultaneously reinvested in Collateral Obligations or in Eligible Investments), and
- (iv) all Interest Proceeds and Principal Proceeds (other than, prior to the Business Day preceding the first Distribution Date, Uninvested Proceeds).

The Issuer may, but under no circumstances shall be required to, deposit or cause to be deposited from time to time such funds in the Collection Account as it deems, in its sole discretion, to be advisable and by notice to the Trustee and the Investment Manager (on behalf of the Issuer) may designate that such funds are to be treated as Principal Proceeds or Interest Proceeds hereunder at its discretion.

(b) Withdrawals. The only permitted withdrawal from or application of funds or property on deposit in the Collection Account shall be in accordance with the provisions of this Indenture, including:

- (i) As directed by the Investment Manager (A) during the Reinvestment Period, Principal Proceeds (including Principal Proceeds held in the form of Eligible Investments which may be sold for such purpose and any portion of the Closing Date Interest Deposit designated by the Investment Manager as Principal Proceeds) and (B) after the Reinvestment Period, Unscheduled Principal Payments and Sale Proceeds of Credit Risk Obligations, may be used for the purchase of Collateral Obligations as permitted under and in accordance with the requirements of Article XII,
- (ii) from time to time for the payment of Administrative Expenses pursuant to Section 11.2,
- (iii) on the Business Day prior to each Distribution Date, to the Payment Account for application pursuant to Section 11.1 and in accordance with the Distribution Date Instructions (including, with respect to the first Distribution Date, any remaining Closing Date Interest Deposit for application as Interest Proceeds or, to the extent designated by the Investment Manager, Principal Proceeds), and