

such action as directed by the Investment Manager (on behalf of the Issuer) to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means.

The Investment Manager, on behalf of the Issuer, may consent to solicitations by issuers of Collateral Obligations to extend the maturity of such Collateral Obligations except that with respect to any such solicitation, the Investment Manager may not consent to any such solicitation unless, after giving effect to such amendment, the Weighted Average Life Test will be satisfied; *provided, however*, that if the Investment Manager does not consent to a solicitation due to the foregoing limitation, the Investment Manager may not, following execution of such amendment, accept an Offer exercisable at the option of the Issuer to exchange the related Collateral Obligation for the amended obligation; *provided, further*, that the Investment Manager may exchange the related Collateral Obligation for the amended obligation if such exchange is automatic upon execution of such amendment or at the option of the obligor.

### **Reinvestment Requirements**

The Investment Manager may use available Principal Proceeds during the Reinvestment Period or, after the Reinvestment Period, Unscheduled Principal Payments and Sale Proceeds of Credit Risk Obligations, to purchase Collateral Obligations and Interest Proceeds to purchase accrued interest, so long as, at the time of the Issuer's commitment to purchase after giving effect to such purchase, the following "Reinvestment Requirements" are satisfied:

- (i) during or after the Reinvestment Period:
  - (A) the Collateral Obligation is eligible for purchase by the Issuer and will not result in the failure of any Concentration Limit or, if failed immediately prior to such purchase, such limit must be maintained or improved after giving effect to such purchase;
  - (B) if the purchase is made after a Determination Date but prior to the related Distribution Date, the purchase will not be made with funds designated for distribution under the Priority of Principal Proceeds on such Distribution Date; and
  - (C) the Class A-1 Reinvestment Test is satisfied;
- (ii) during the Reinvestment Period:
  - (A) after the Effective Date, each Collateral Quality Test (other than the S&P CDO Monitor Test) is satisfied or, if not satisfied, is maintained or improved;
  - (B) after the Effective Date, each Coverage Test is satisfied or, if not satisfied, is maintained or improved; *provided*, that, if the purchase is made with proceeds received upon the scheduled maturity of a Collateral Obligation or the sale of a Defaulted Obligation, each Coverage Test is satisfied; and
  - (C) other than with respect to a purchase that is made with Sale Proceeds of a Defaulted Obligation, Equity Security or Credit Risk Obligation, from and after the date on which the Investment Manager receives the S&P CDO Monitor from S&P, after giving effect to such purchase, the S&P CDO Monitor Test is satisfied or, if not satisfied, is maintained or improved;
- (iii) after the Reinvestment Period:
  - (A) the Restrictive Trading Condition is not in effect;
  - (B) each Coverage Test is satisfied;
  - (C) the maturity of the purchased Collateral Obligation is no later than the maturity of the Collateral Obligation that was prepaid or the Credit Risk Obligation that was sold;