

(vi) If, prior to the occurrence of an Event of Default, the Issuer shall not have given any investment directions pursuant to Section 10.2(a)(v), the Trustee shall seek instructions from the Collateral Manager within three Business Days after transfer of such funds to the Collection Account. If the Trustee does not thereupon receive written instructions from the Collateral Manager within five Business Days after transfer of such funds to the Collection Account, it shall invest and reinvest the funds held in the Collection Account, as fully as practicable, but only in one or more Eligible Investments of the type described in clause (vi) of the definition thereof maturing no later than the Business Day immediately preceding the next Payment Date. After the occurrence of an Event of Default, the Trustee shall invest and reinvest such Cash as fully as practicable in Eligible Investments of the type described in clause (vi) of the definition thereof maturing not later than the earlier of (i) 30 days after the date of such investment and (ii) the Business Day immediately preceding the next Payment Date. All interest and other income from such investments shall be deposited in the Interest Collection Subaccount, any gain realized from such investments shall be credited to the Collection Account, and any loss resulting from such investments shall be charged to the Collection Account. The Trustee shall not in any way be held liable by reason of any insufficiency of the Collection Account resulting from any loss relating to any such investment.

(vii) During the Reinvestment Period and, to the extent permitted hereunder, thereafter, the Collateral Manager, acting as agent on behalf of the Issuer, may by Issuer Order direct the Trustee to, and upon receipt of such Issuer Order the Trustee shall, invest Principal Proceeds (and Interest Proceeds to the limited extent described in Section 12.2) and, if applicable, funds on deposit in the Ramp-Up Account pursuant to Section 7.19 in Collateral Obligations as permitted under and in accordance with the requirements of Article 12 and such Issuer Order.

(viii) The Trustee shall transfer to the Payment Account for application pursuant to the Priority of Payments and in accordance with the calculations and the instruction contained in the applicable Payment Date Report, on or prior to the Business Day prior to each Payment Date, amounts constituting Interest Proceeds and Principal Proceeds for such Payment Date; except that, to the extent that the Principal Proceeds for such Payment Date are in excess of the amounts required to be applied pursuant to the Priority of Payments on the next Payment Date as shown in the applicable Payment Date Report, the Issuer may direct the Trustee to retain such excess amounts in the Principal Collection Subaccount for investment in Eligible Investments and not to transfer such excess amounts to the Payment Account.

(ix) The Issuer may, at any time during or after the Reinvestment Period, upon the direction of the Collateral Manager, by Issuer Order direct the Trustee to, and upon receipt of such Issuer Order the Trustee shall, pay from amounts on deposit in the Collection Account on any Business Day during any Periodic Interest Accrual Period any amount required to exercise a warrant held in