

(d) On or prior to the date that is fifteen Business Days prior to the Maturity Date, the Collateral Manager (acting as agent on behalf of the Issuer) shall sell all Collateral Obligations to the extent necessary such that no Collateral Obligations will be held by the Issuer on or after such date. The settlement dates for any such sales of Collateral Obligations shall be no later than one Business Day prior to the Maturity Date.

Section 12.2 Purchase of Additional Collateral Obligations.

(a) During the Ramp-Up Period, the Collateral Manager may instruct the Trustee to invest amounts in the Ramp-Up Account and Principal Proceeds in Collateral Obligations; provided that no Event of Default has occurred and is continuing and subject to Section 12.3.

(b) On any date after the Ramp-Up Period and during the Reinvestment Period, provided that no Event of Default has occurred and is continuing and subject to Section 12.3, the Collateral Manager may direct the Trustee to invest available Principal Proceeds (together with Interest Proceeds pursuant to Section 11.1(a)(i)(P) and accrued interest received with respect to any Collateral Obligation to the extent used to pay for accrued interest on a Collateral Obligation) in additional Collateral Obligations if the following conditions are satisfied:

(i) after giving effect to such purchase, the Collateral Quality Test, Portfolio Profile Test and Coverage Tests will be satisfied (or, if any test or criterion therein is not satisfied, such test or criterion will be maintained or improved); *provided*, that in the case of additional Collateral Obligations purchased with Sale Proceeds or any Principal Proceeds of a Defaulted Obligation, each Coverage Test must be satisfied immediately before and immediately following such purchase;

(ii) in the case of additional Collateral Obligations purchased with Sale Proceeds of a Credit Risk Obligation or Defaulted Obligation, the Aggregate Principal Balance of such additional Collateral Obligations is at least equal to such Sale Proceeds; and

(iii) in the case of additional Collateral Obligations purchased with Sale Proceeds of a Credit Improved Obligation, the Aggregate Principal Balance of such additional Collateral Obligations is at least equal to the Principal Balance of such sold Collateral Obligation.

(c) On any date following the Reinvestment Period, provided that no Event of Default has occurred and is continuing and subject to Section 12.3, the Collateral Manager may direct the Trustee to invest available Unscheduled Principal Payments and Sale Proceeds from the sale of Credit Risk Obligations in additional Collateral Obligations if the following conditions are satisfied:

(i) such Unscheduled Principal Payments and Sale Proceeds are reinvested by the end of the Collection Period following the Collection Period in which such amounts were received;