

with respect to its share of the Aggregate Capital Commitment as requested by the Issuer upon not less than 5 Business Days' notice pursuant to a preferred share purchase agreement, dated as of [●], 2018 (the "**PS Purchase Agreement**"), among the Issuer, each Preferred Share Purchaser party thereto, and the Preferred Share Agent. Sufficiency of Contributions (and compliance with the conditions precedent to funding under the Initial Facility) will be a condition to any further funding of the Initial Facility. It is expected that capital calls will be made in order to maintain sufficient collateral for increased borrowings under the Initial Facility.

Under the PS Purchase Agreement, the obligations of each Preferred Share Purchaser to make a Contribution on the occasion of any capital call by the Issuer will be subject to satisfaction or waiver of the following conditions: (i) the Preferred Share Agent shall have received a capital call notice; (ii) each of the PS Purchase Agreement, the Preferred Share Issuing and Paying Agency Agreement and the Articles shall be in full force and effect; (iii) the Contribution to be made pursuant to the capital call shall not, when aggregated with all prior Contributions made, exceed such Preferred Share Purchaser's portion of the Aggregate Capital Commitment; and (iv) the appropriate number of Preferred Shares are being issued to each Preferred Share Purchaser in connection with such capital call. Prior to the Refinancing, the Issuer may make capital calls for any reason, provided that the proceeds of such Contributions are used in accordance with the Initial Facility and the applicable provisions of the PS Purchase Agreement.

Contributions, together with other available cash resources of the Issuer, will be required to fund the purchase of any further Collateral Obligations by the Issuer, or any of the Issuer's expenses, to the extent not funded by the Initial Facility in accordance with its terms and the terms of the other Transaction Agreements and other amounts available to the Issuer from collections on or in respect of its Assets.

There will be no further capital calls following the issuance of the Refinancing.

#### Issuer Organizational Expenses

Under the terms of the PS Purchase Agreement, (i) each Preferred Share Purchaser is obligated to pay its *pro rata* share of the Issuer Organizational Expenses (for such Preferred Share Purchaser, its "**Pro Rata Share of Issuer Expenses**") based on the Capital Commitment of such Preferred Share Purchaser in relation to the Aggregate Capital Commitment of all Preferred Share Purchasers and (ii) for purposes of allocating Issuer Organizational Expenses across all Preferred Share Purchasers, the Issuer (acting through the