

- (iv) permits all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days; or
- (v) suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days;
- (c) any of the Portfolio Advisor's senior executive officers providing portfolio advisory services of the type provided to the Borrower is convicted by a U.S. court of a criminal offense in relation to its portfolio advisory activities of the type provided to the Borrower;
- (d) it becomes unlawful for the Portfolio Advisor to perform any of its material obligations under the Portfolio Advisory Agreement and/or any other Facility Document and in accordance with the standard of care set forth in the Portfolio Advisory Agreement; or
- (e) any act or omission of the Portfolio Advisor resulting in a material liability of the Borrower under U.S. federal, state or local taxation; *provided* that a Portfolio Advisor Event of Default shall be deemed not to have occurred under this clause (e) if the Portfolio Advisor complied with the Operating Guidelines, so long as there has not been a material change in applicable law after the date hereof the Portfolio Advisor actually knows (acting in good faith) would require changes to the Operating Guidelines in order to ensure that the Borrower is not engaged, or deemed to be engaged, in a trade or business within the United States for U.S. federal income tax purposes.

Acceleration Date

Upon the occurrence and during the continuation of an Event of Default, the Instructing Party may at its sole discretion give notice to the Issuer, the Security Agent and the Rating Agency that each Facility is, and each shall accordingly immediately become, due and repayable in accordance with the Priority of Payments on a date specified in such notice (the "**Acceleration Date**").