

**"Equity Security"** means any security or debt obligation which at the time of acquisition, conversion or exchange does not satisfy the requirements of a Collateral Obligation and is not an Eligible Investment; it being understood that Equity Securities may not be purchased by the Issuer but may only be received by the Issuer in lieu of a Collateral Obligation or a portion thereof in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the Obligor thereof.

**"ERISA"** means the United States Employee Retirement Income Security Act of 1974, as amended.

**"EU Risk Retention Letter"** means the letter agreement to which the Retention Holder and [•] will among other things, give certain covenants and representations for the purpose of the EU Retention Requirements.

**"EU Risk Retention Rules"** means Articles 404-410 of the CRR.

**"Excepted Advances"**: Customary advances made to protect or preserve rights against the borrower of or Obligor under a Collateral Obligation or to indemnify an agent or representative for lenders pursuant to the Underlying Instrument.

**"Exchange Act"** means the United States Securities Exchange Act of 1934, as amended.

**"Expenses Amount "** means, with respect to any Facility, the transaction expenses payable to the Transaction Parties.

**"Expense Reserve Account"**: The trust account established pursuant to the Refinancing indenture.

**"FATCA"** means Sections 1471 through 1474 of the Code and any related provisions of law, court decisions or administrative guidance promulgated or intergovernmental agreements entered into in respect thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

**"FATCA Compliance"** means compliance with CRS and FATCA (including, if applicable, the Issuer entering into or complying with an agreement with the U.S. Internal Revenue Service contemplated by Section 1471(b) of the Code) or the terms of an intergovernmental agreement and local implementing legislation, in each case as necessary so that no tax or other withholding will be imposed thereunder in respect of payments to or for the benefit of the Issuer.

**"Fee Basis Amount"** means, with respect to any Payment Date, the sum of (a) the Collateral Principal Amount, (b) the aggregate Principal Balance of all Defaulted Obligations (to the extent excluded from the Collateral Principal Amount) and (c) the aggregate amount of all Principal Financed Accrued Interest, in each case as of the first day of the related Collection Period.

**"Fixed Rate Obligation"**: Any Collateral Obligation that bears a fixed rate of interest.

**"Floating Rate Obligation"**: Any Collateral Obligation that bears a floating rate of interest.

**"Hedge Counterparty"** means a counterparty to a hedge agreement entered into by the Issuer.

**"Independent Review Party"**: The meaning specified in the Portfolio Advisory Agreement.

**"Interest Period"** means calculation period used for determining interest accrued pursuant to the Initial Facility.

**"Interest Proceeds"** means all payments of accrued interest (including PIK Interest) and Additional Fees received in respect of any Collateral Obligation plus all sale or liquidation proceeds received in respect of accrued and unpaid interest received upon sale or liquidation of any Collateral Obligation hereunder, but excluding any Purchased Accrued Interest.

**"Internal Rate of Return"** means an annualized internal rate of return (computed using the "XIRR" function in Microsoft® Excel 2002 or an equivalent function in another software package), stated on a per annum basis, for the following cash flows:

- a) the negative value of the purchase price (expressed as a dollar amount) of each Preferred Share on its related Preferred Share Issuance Date, assuming a purchase price of \$1 per Preferred Share;
- b) the positive value of each distribution of Interest Proceeds made to the PS Issuing and Paying Agent for distribution to the Preferred Shareholders on any prior Payment Date and, to the extent necessary to reach the applicable Internal Rate of Return, the current Payment Date;