

satisfying any applicable Interim Target, the Collateral Manager will provide to each Rating Agency a plan as to how the Issuer will satisfy the Ramp-Up Period Criteria, and until the Collateral Manager has obtained Rating Confirmation for such plan the Issuer must, when purchasing additional Collateral Obligations, maintain or improve each Interim Target that was not satisfied as of the Interim Report Date and continue to satisfy each Interim Target that was satisfied as of such date.

If either Rating Agency does not confirm its initial rating on any Class of Senior Notes as of a date during the period that begins on the Ramp-Up End Date and ends on and includes the 30th Business Day following the Ramp-Up End Date, then the Issuer will be required to use Interest Proceeds (and if Interest Proceeds are insufficient, Principal Proceeds) to redeem the Senior Notes in accordance with the Priority of Payments.

Sales and Purchases of Collateral Obligations

The criteria described under this heading are collectively referred to as the "Investment Criteria."

Sales of Collateral Obligations

Subject to the requirements set forth in the Indenture and provided that no Event of Default has occurred and is continuing, the Collateral Manager, on behalf of the Issuer, may direct (or, as set forth below, shall direct) the Trustee to sell any Collateral Obligation, Equity Security or other asset, if such sale meets any one of the following requirements:

- (a) The Collateral Manager may direct the Trustee to sell any Credit Risk Obligation, Defaulted Obligation, Credit Improved Obligation, Equity Security or Current Pay Obligation at any time without restriction;
- (b) The Collateral Manager shall use reasonable efforts to sell any Collateral Obligation that was, as of the time of its purchase, ineligible to be held by the Issuer within 10 days of determining that it was so ineligible;
- (c) During the Reinvestment Period, the Issuer may direct the Trustee to sell any Collateral Obligation (other than a Credit Risk Obligation, Credit Improved Obligation, Defaulted Obligation, Current Pay Obligation or Equity Security) if the following conditions are satisfied:
 - (i) The Aggregate Principal Balance of all such Collateral Obligations sold pursuant to this provision in any calendar year may not exceed 25% of the Collateral Principal Amount as of the beginning of such year;
 - (ii) As of the date of such sale, the Collateral Manager reasonably believes that it will be able, within 30 days of such sale, to cause the Trustee to purchase additional Collateral Obligations in accordance with the Indenture with the proceeds of such sales that have an Aggregate Principal Balance at least equal to the Principal Balance of such Collateral Obligation sold; and
 - (iii) The ratings by Moody's on any Class A Notes are not one or more rating subcategories, and the ratings by Moody's on any other Class of Senior Notes are not two or more rating subcategories, in each case below the applicable ratings thereof in effect as of the Closing Date or withdrawn by Moody's (unless a Majority of each Class of Senior Notes has agreed to waive this clause (iii)).

Notwithstanding anything to the contrary herein, the Collateral Manager shall use commercially reasonable efforts to sell any asset of the Issuer that is Margin Stock or a Margin Loan within 30 days of the later of (i) the Issuer's acquisition of such asset and (ii) such asset's becoming Margin Stock or a Margin Loan.

The Issuer may, at the direction of the Collateral Manager, participate in certain exchange or similar offers in accordance with the Indenture. Without limiting the foregoing, the Issuer may, at the direction of the Collateral Manager, exchange a Collateral Obligation for another Collateral Obligation in an exchange of one security for another security of the same issuer that has substantially identical terms except transfer restrictions.