UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 26, 2021

SARATOGA INVESTMENT CORP.

(Exact Name of Registrant as Specified in Charter)

Maryland	814-00732	20-8700615
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

535 Madison Avenue New York, New York	10022
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code (212) 906-7800

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	SAR	New York Stock Exchange
6.25% Notes due 2025	SAF	New York Stock Exchange
7.25% Notes due 2025	SAK	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On February 26, 2021, Saratoga Investment Corp. (the "Company") completed the fourth refinancing of Saratoga Investment Corp. CLO 2013-1, Ltd. (the "Saratoga CLO"). This refinancing, among other things, extended the Saratoga CLO reinvestment period to April 2024, and extended its legal maturity to April 2033. A non-call period of February 2022 was also added. In addition and as part of the refinancing, the Saratoga CLO has also been upsized from $500 million in assets to approximately $650 million. As part of this refinancing and upsizing, the Company invested an additional $14.0 million in all of the newly issued subordinated notes of the Saratoga CLO, and purchased $17.875 million in aggregate principal amount of the newly issued Class F notes tranche at par. Concurrently, the existing $2.5 million of Class F notes, $7.5 million of Class G notes and $25.0 million CLO 2013-1 Warehouse Loan were repaid.

The Company is party to a collateral management agreement with Saratoga CLO pursuant to which the Company acts as its collateral manager. In connection with the fourth refinancing, the Company and the Saratoga CLO entered into an amended and restated collateral management agreement, dated as of February 26, 2021 (the "Collateral Management Agreement"), pursuant to which the Company agreed to continue as investment manager for the Saratoga CLO. The Collateral Management Agreement amended and restated the existing collateral management agreement by eliminating the ability of the Saratoga CLO to remove the Company (as investment manager) without "cause", and also by amending certain provisions of the existing investment management agreement to conform to new terminology and asset categories consistent with the amended and restated indenture, dated as November 15, 2016, by and among Saratoga Investment Corp. CLO 2013-1, Ltd., Saratoga Investment Corp. CLO 2013-1, Inc. and U.S. Bank National Association (the "Amended and Restated Indenture").

Also in connection with the fourth refinancing, the Company, the Saratoga CLO and U.S. Bank National Association, as collateral administrator (the "Collateral Administrator"), entered into an amended and restated collateral administration agreement, dated as of February 26, 2021 (the "CAA"), pursuant to which the Collateral Administrator agreed to continue as collateral administrator for the Saratoga CLO and to continue performing, among other things, certain administrative duties of the Saratoga CLO with respect to the assets, including the compilation of certain reports and the performance of certain calculations. The CAA amended and restated the existing collateral administration agreement by (among other things) amending certain provisions of the existing collateral administration agreement to conform to new terminology and asset categories consistent with the Amended and Restated Indenture.

The description above is only a summary of the material provisions of the Collateral Management Agreement and the CAA and is qualified in its entirety by reference to the Collateral Management Agreement and the CAA, each of which is attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amended and Restated Collateral Management Agreement, dated as of February 26, 2021, by and between Saratoga Investment Corp. CLO 2013-1, Ltd. and Saratoga Investment Corp.
10.2	Amended and Restated Collateral Administration Agreement, dated as of February 26, 2021, by and among Saratoga Investment Corp. CLO 2013-1, Ltd., Saratoga Investment Corp. and U.S. Bank National Association

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SARATOGA INVESTMENT CORP.

Date: March 4, 2021

By: /s/ Henri J. Steenkamp
Name: Henri J. Steenkamp
Title: Chief Financial Officer,
Chief Compliance Officer, Treasurer and
Secretary

Exhibit 10.1

EXECUTION VERSION

AMENDED AND RESTATED INVESTMENT MANAGEMENT AGREEMENT

This Amended and Restated Investment Management Agreement, dated as of February 26, 2021 (as the same may be amended from time to time, the "Agreement"), is entered into by and among Saratoga Investment Corp. CLO 2013-1, Ltd. (f/k/a GSC Investment Corp. CLO 2007, Ltd.), an exempted company with limited liability incorporated under the laws of the Cayman Islands, with its registered office located at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, South Church Street, George Town, Grand Cayman KY1 1102, Cayman Islands, as issuer (together with its successors and assigns permitted hereunder, the "Issuer"), and Saratoga Investment Corp., a non-diversified closed end investment company incorporated in Maryland, as investment manager (together with its permitted successors and assigns, the "Investment Manager", as successor to GSC Investment Corp. (the "Legacy Collateral Manager")), and amends, supersedes and restates the Amended and Restated Investment Management Agreement, dated as of December 14, 2018 (the "Prior Investment Management Agreement"), between the Issuer and the Investment Manager.

WITNESSETH:

WHEREAS, the Issuer desires to continue to engage the Investment Manager to provide the services described herein and the Investment Manager desires to provide such services;

WHEREAS, the Issuer issued certain classes of rated notes (the "Legacy Rated Notes") and one class of subordinated notes (the "Subordinated Notes"), each pursuant to an Indenture, dated as of January 22, 2008 (the "Legacy Indenture") between the Issuer, GSC Investment Corp. CLO 2007, Inc. and U.S. Bank National Association, as trustee, and engaged the Legacy Collateral Manager to act as collateral manager pursuant to the Collateral Management Agreement dated as of January 22, 2008 (the "Legacy Collateral Management Agreement"), between the Issuer and the Legacy Collateral Manager;

WHEREAS, the Legacy Collateral Manager selected a portfolio of debt obligations comprised mainly of broadly-syndicated commercial bank loans in connection with the issuance of the Legacy Rated Notes and Subordinated Notes pursuant to the Legacy Indenture and managed such portfolio on an ongoing basis in accordance with the terms of the Legacy Indenture and the Legacy Collateral Management Agreement until July 30, 2010, on which date the Investment Manager succeeded the Legacy Collateral Manager as collateral manager under, and in accordance with the terms and conditions of, the Legacy Collateral Management Agreement;

WHEREAS, on August 8, 2013, the Issuer provided written notice in accordance with the Legacy Indenture that the Issuer planned to redeem the Legacy Rated Notes on October 21, 2013, with the net proceeds of a new issuance;

WHEREAS, the Issuer issued certain classes of rated notes (the "Original Rated Notes") pursuant to an indenture, dated as of October 17, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Original Indenture"), among the Issuer, Saratoga Investment Corp. CLO 2013-1, Inc. (f/k/a GSC Investment Corp. CLO 2007, Inc.), as co-issuer (the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"), and U.S. Bank National Association, as trustee, and upon such issuance, the Legacy Indenture was deemed discharged and the rights inuring to the Legacy Rated Notes and Subordinated Notes thereunder were defeased;

WHEREAS, the subordinated notes issued pursuant to the Legacy Indenture were not redeemed and continued to be outstanding, and the terms and conditions applicable thereto were amended and restated pursuant to the Original Indenture and the Amended and Restated Subordinated Note Paying Agency Agreement dated as of October 17, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Subordinated Note Paying Agency Agreement"), between the Issuer, U.S. Bank National Association, as subordinated note paying agent (together with any successor subordinated note paying agent permitted under the Subordinated Note Paying Agency Agreement, the "Subordinated Note Paying Agent"), U.S. Bank National Association, as trustee under the Original Indenture, and Saratoga Investment Corp., as holder of 100% of the Subordinated Notes as of the date thereof;

WHEREAS, following the discharge of the Legacy Indenture and the execution and delivery of the Original Indenture, the Issuer continued to engage the Investment Manager to manage the collateral owned by the Issuer and pledged to the secured parties under the Original Indenture, and the Investment Manager continued as investment manager for the Issuer, in each case, on the terms and conditions set forth in the Amended and Restated Investment Management Agreement, dated as of October 17, 2013 (the "Original Investment Management Agreement"), between the Issuer and the Investment Manager, and in the Original Indenture, and any other applicable agreements, as the Issuer and the Investment Manager from time to time agreed in writing as permitted under the Original Investment Management Agreement and under the Original Indenture;

On November 15, 2016, the Original Rated Notes were refinanced with the net proceeds of a new issuance of secured notes (the "2016 Refinancing Notes") pursuant to the amended and restated Indenture, dated as of November 15, 2016 (the "2016 Amended and Restated Indenture"), among the Co-Issuers and U.S. Bank National Association, as trustee;

On December 14, 2018, (i) the 2016 Refinancing Notes were refinanced with the net proceeds of a new issuance of secured notes (the "2018 Refinancing Notes") pursuant to an amended and restated Indenture dated as of December 14, 2018 (the "2018 Amended and Restated Indenture") among the Co-Issuers and the Trustee, and (ii) the Issuer continued to engage the Investment Manager to manage the collateral owned by the Issuer and pledged to the secured parties under the 2018 Amended and Restated Indenture, and the Investment Manager continued as investment manager for the Issuer, in each case, on the terms and conditions set forth in the Prior Investment Management Agreement, which amended and restated the Original Investment Management Agreement.

WHEREAS, on February 11, 2021, the Trustee on behalf of the Issuer delivered to the holders of the 2018 Refinancing Notes and the holders of the Subordinated Notes a notice pursuant to Section 9.4(a) of the 2018 Amended and Restated Indenture, for optional redemption of the 2018 Refinancing Notes thereunder by Refinancing (as defined in the 2018 Amended and Restated Indenture);

WHEREAS, the Issuer wishes to continue to engage the Investment Manager to manage the collateral owned by the Issuer and pledged to the secured parties under the Indenture and the Investment Manager wishes to continue as investment manager for the Issuer, in each case, on the terms and conditions set forth herein and in the Indenture, and any other applicable agreements, as the Issuer and the Investment Manager may from time to time agree in writing as permitted herein and under the Indenture;

WHEREAS, Saratoga Investment Advisors, in consideration of the fees paid to it as external investment adviser to the Investment Manager, will continue to provide certain services on behalf of the Investment Manager to allow the Investment Manager to perform certain of the obligations set forth herein; and

WHEREAS, the Investment Manager has the capacity to provide the services required hereby and is prepared to perform such services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions.

Capitalized terms used and not defined herein shall have the meanings set forth in the Indenture.

"2016 Refinancing Offering Memorandum" means the Offering Circular for the 2016 Refinancing Notes dated November 14, 2016.

"2018 Refinancing Offering Memorandum" means the Offering Circular for the 2018 Refinancing Notes and the additional Subordinated Notes dated December 12, 2018.

"2021 Refinancing Offering Memorandum" means the Offering Circular for the 2021 Refinancing Notes and the additional Subordinated Notes dated February 24, 2021.

"Accountants" has the meaning assigned to such term in Section 2(j) hereof.

"Advisers Act" means the United States Investment Advisers Act of 1940, as amended.

"Cause" has the meaning set forth in Section 13 hereof.

"External Investment Adviser" means Saratoga Investment Advisors, LLC, in its capacity as external investment adviser to the Investment Manager, or, from and after the date of the replacement of the Investment Manager, the successor Investment Manager or, if the successor Investment Manager is externally managed, such successor external investment adviser.

"Governing Instruments" means the applicable constitutional documents of an entity including, without limitation (i) in the case of a corporation, the memorandum and articles of association or certificate of incorporation or association and by-laws, (ii) in the case of a limited liability company, the limited liability company operating agreement and (iii) in the case of a partnership, the partnership agreement.

"Investment Management Fees" has the meaning set forth in Section 8(a) hereof.

"Investment Manager Affiliates" has the meaning set forth in Section 10(a) hereof.

"Investment Manager Breaches" has the meaning set forth in Section 10(a) hereof.

"Investment Manager Securities" means any Secured Notes or Subordinated Notes held by the Investment Manager, an Affiliate of the Investment Manager or any other entity as to which the Investment Manager or an Affiliate has discretionary authority over the voting of such Notes; provided that "Investment Manager Securities" shall not include Notes held by an entity for which the Investment Manager or an Affiliate acts as external investment adviser, if the voting of such Notes with respect to the matter in question is in fact directed by a board of directors or similar governing body with a majority of members that are independent from the Investment Manager and its Affiliates.

"Key Man" means Thomas Inglesby and any replacement asset manager approved by a Majority of the Controlling Class, which approval (A) shall not be unreasonably withheld, conditioned or delayed and (B) shall be deemed to have been granted on the 30th day following the day on which the Investment Manager has sent, to the registered Noteholders of the Controlling Class as of the most recent Record Date, written notice of such proposed replacement asset manager that identifies such proposed replacement asset manager unless the Investment Manager has received a written notice from a Majority of the Controlling Class affirmatively rejecting such proposed replacement asset manager.

"Liabilities" has the meaning set forth in Section 10(a) hereof.

"Original Offering Memorandum" means the Offering Memorandum for the Original Rated Notes dated October 15, 2013.

"Restricted Manager Event" has the meaning set forth in Section 35 hereof.

"Tax Guidelines" means the tax guidelines set forth in Exhibit A hereto.

"Tax Returns" has the meaning assigned to such term in Section 2(j) hereof.

"Third Party Research Provider" means a reputable firm engaged by the Investment Manager to provide timely research on the Collateral Obligations that has, in its employ, at least 5 experienced credit analysts.

2. General Duties of the Investment Manager.

The Issuer hereby appoints the Investment Manager as its investment adviser and manager with respect to the Collateral and authorizes the Investment Manager to perform such services and take such actions on its behalf as are contemplated hereby. Accordingly, the Investment Manager accepts such appointment and shall provide the Issuer with the following services:

(a) Subject to and in accordance with the terms of the Indenture and this Agreement (including without limiting the generality of the foregoing, the Tax Guidelines set forth in Exhibit A hereto), the Investment Manager agrees to supervise and direct the investment of Principal Proceeds and other proceeds of the Collateral in Collateral Obligations, Restructured Loans, Workout Loans and Specified Equity Securities, to supervise and direct the sale of Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities, Equity Securities and other Collateral in accordance with Article 12 of the Indenture, to supervise and direct the investment of funds on deposit in the Accounts in Eligible Investments in accordance with the terms of the Indenture and to perform on behalf of the Issuer (or direct the Issuer's performance of) those investment related duties and functions assigned to the Issuer in the Indenture and those investment and other related duties and functions assigned to the Investment Manager in the other Transaction Documents, including, without limitation, the furnishing of Issuer Orders, Issuer Requests and officer's certificates relating thereto, and providing such certifications as are required of the Investment Manager or, in certain cases, the Issuer under the Transaction Documents with respect to permitted purchases and sales of Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities and Equity Securities, and the Investment Manager shall have the power to execute and deliver all necessary and appropriate documents and instruments on behalf of the Issuer with respect thereto (including the execution of assignments and other related documents on behalf of the Issuer reasonably necessary or advisable in connection with the acquisition or disposition of any Collateral Obligation or other Collateral by the Issuer). The Investment Manager has reviewed and agrees to be bound by Sections 15.1 and 15.2 of the Indenture, which sections of the Indenture shall be deemed incorporated herein. The Investment Manager, in performing its duties hereunder, shall, subject to the terms and conditions hereof and of the Indenture, perform its obligations hereunder and under the Indenture with reasonable care and in good faith using a degree of skill and attention no less than that which the Investment Manager exercises with respect to comparable assets that it manages for itself and for others in a manner reasonably consistent with the degree of skill and attention exercised by institutional managers of national standing managing assets of the nature and character of the Collateral. In the event of a conflict between the terms of the Indenture and this Agreement with respect to the express duties of the Investment Manager set forth in the Indenture, the Indenture shall govern. The Investment Manager shall not be bound to follow any amendment, modification, supplement or waiver (including any supplemental indenture) to the Indenture until it has received written notice of such amendment, modification, supplement or waiver (including any supplemental indenture) and a copy thereof from the Issuer or the Trustee; provided, however, that the Investment Manager shall not be bound by any amendment, modification, supplement or waiver (including any supplemental indenture) to the Indenture that affects the rights or obligations of the Investment Manager unless the Investment Manager shall have consented thereto (which consent shall not be unreasonably withheld, conditioned or delayed). The Issuer agrees that it shall not enter into any amendment, modification, supplement or waiver (including any supplemental indenture) to the Indenture that affects the rights or obligations of the Investment Manager unless the Investment Manager has been given prior written notice of such amendment, modification, supplement or waiver (including any supplemental indenture) and has consented thereto.

(b) The Investment Manager shall (i) select all Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities and Eligible Investments which shall be acquired by the Issuer and Granted to the Trustee pursuant to the Indenture, and (ii) facilitate the acquisition and settlement of Collateral Obligations by the Issuer. The Investment Manager shall select all Collateral which shall be acquired by the Issuer pursuant to the Indenture in accordance with the investment criteria set forth therein, and shall take into consideration, among other things, the payment obligations of the Issuer under the Indenture on each Payment Date in so doing, and shall perform all of its obligations hereunder with the intent that expected distributions on the Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities, Eligible Investments and other Collateral will permit the Issuer to timely perform its payment obligations. The Investment Manager does not guarantee that sufficient funds will be available on each Payment Date to satisfy any such payment obligations. In addition, nothing in this Section 2(b) shall relieve the Issuer, the Co-Issuer, the Trustee or the Subordinated Note Paying Agent of their responsibilities under the Indenture, the Subordinated Note Paying Agency Agreement, the Secured Notes or the Subordinated Notes in such regard or otherwise alter or reallocate their responsibilities under the Indenture, the Subordinated Note Paying Agency Agreement, the Secured Notes or the Subordinated Notes in such regard.

(c) The Investment Manager shall monitor the Collateral Obligations and Eligible Investments on behalf of the Issuer and, on an ongoing basis (and in conjunction with the Collateral Administrator), shall provide to the Issuer (or assist the Issuer in providing) or to the Trustee, on behalf of the Issuer, all reports, schedules and other data the Issuer is required to prepare and deliver under the Indenture (other than those reports, schedules, and other data that the Collateral Administrator is required to prepare and/or deliver, pursuant to the Indenture or the Collateral Administration Agreement), in substantially the forms and containing the information required thereby, and in reasonable time for the Issuer to review such required reports, schedules and other data and to deliver them to the party or parties entitled to receive them under the Indenture. The obligation of the Investment Manager to furnish the Issuer or the Trustee, as applicable, with such reports, schedules and other data in accordance with the Indenture is subject to the Investment Manager's timely receipt of accurate and appropriate information from the appropriate Person (other than the Investment Manager) in possession of or responsible for preparation of such reports, schedules and other data (including, without limitation, the Rating Agencies, the Trustee and the Collateral Administrator). To the extent that such information is not timely received by the Investment Manager, the Investment Manager shall promptly request such information and shall use commercially reasonable efforts to obtain such information from such Persons. In addition, the Investment Manager shall reasonably cooperate with the Collateral Administrator (to the extent reasonably requested by the Collateral Administrator) in connection with the performance by the Collateral Administrator of its obligations under the Collateral Administration Agreement. The Investment Manager shall, on behalf of the Issuer and from sources of information normally available to it, use its commercially reasonable efforts to obtain information concerning and to determine whether a Collateral Obligation has become a Defaulted Obligation, a Credit Risk Obligation, a Credit Improved Obligation, an Equity Security, a CCC/Caa Collateral Obligation, a Discount Obligation, a Swapped Non-Discount Obligation, a Current Pay Obligation, a DIP Collateral Obligation, a Deferring Security or a Collateral Obligation with respect to which a Tax Event has occurred.

(d) The Investment Manager may, subject to and in accordance with the Indenture and this Agreement, take on behalf of the Issuer or direct the Trustee to take the following actions with respect to a Collateral Obligation, a Restructured Loan, a Workout Loan, a Specified Equity Security, an Equity Security, an Eligible Investment or any other Asset:

(i) identify Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities and Eligible Investments or other Collateral to be purchased by the Issuer and select the dates for such purchases, and purchase or direct the purchase of (or entry into, if applicable) such Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities, Eligible Investments or other Collateral on behalf of the Issuer; and

(ii) retain such Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security, Eligible Investment or other Collateral; and

(iii) sell, terminate or otherwise dispose of such Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security, Eligible Investment or other Collateral; and

(iv) if applicable, tender any Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security, Eligible Investment or other Collateral pursuant to an Offer; and

(v) if applicable, consent to any proposed amendment, restatement, modification or waiver; and

(vi) retain or dispose of any securities or other property (if other than cash) received with respect to such Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security, Eligible Investment or other Collateral; and

(vii) waive or elect not to exercise remedies in respect of any default with respect to a Collateral Obligation or other Collateral; and

(viii) vote to accelerate (or rescind the acceleration of) the maturity of any Defaulted Obligation; and

(ix) take appropriate action with respect to Collateral that does not constitute Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities, Equity Securities or Eligible Investments; and

(x) negotiate, execute and deliver all necessary or appropriate agreements, documents and instruments on behalf of the Issuer; and

(xi) waive, modify, amend or terminate agreements, documents and instruments on behalf of the Issuer; and

(xii) advise and assist the Issuer, with respect to the valuation of the Collateral Obligations in accordance with the Transaction Documents; and

(xiii) retain legal counsel and other professionals (such as financial advisers) to assist in the negotiation, documentation and restructuring of Collateral Obligations or other Assets; and

(xiv) exercise any other rights or remedies with respect to such Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security or Eligible Investment as provided in the related Underlying Instruments or take any other action consistent with the terms of the Indenture and with the standard of care set forth herein.

(e) Subject to the satisfaction of the requirements of this Agreement and the Indenture, upon the disposition of any Collateral Obligation, Restructured Loan, Workout Loan, Specified Equity Security, Equity Security or Eligible Investment (or any security or property received in exchange therefor), and upon receipt of Scheduled Distributions, the Investment Manager shall direct the Trustee to apply such Scheduled Distributions or the proceeds of such disposition in accordance with the Indenture to the purchase of substitute Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities or Eligible Investments, as applicable, or as otherwise required or permitted by the Indenture.

(f) In providing services hereunder, the Investment Manager may, without the prior consent of any Person, employ third parties (including, without limitation, the Investment Manager's Affiliates) to render advice (including investment advice) and assistance and to exercise any power or authority granted to the Investment Manager hereunder or under the Indenture; provided that the Investment Manager shall not be relieved of any of its duties or liabilities hereunder regardless of the performance of any services by third parties except as expressly provided herein (including Section 15 hereof), and any fees and expenses of such third parties shall be payable in accordance with Section 8(b) hereof.

(g) In performing its duties hereunder and in connection with any transactions involving the Collateral Obligations, the Investment Manager shall carry out any written directions of the Issuer in accordance with the Transaction Documents and reasonably cooperate with the Issuer for the purpose of the Issuer's compliance with the Indenture, so long as such direction or other action is not inconsistent with the Investment Manager's duties hereunder.

(h) The Investment Manager shall reasonably assist and cooperate with the Trustee (as reasonably requested by the Trustee) in effecting and continuing the perfection of the security interest granted in the Granting Clauses of the Indenture by the Issuer to the Trustee in any or all Collateral, and shall, as and when required in Section 12.3(b) of the Indenture, use commercially reasonable efforts to take or cause the taking of any and all other actions necessary (for which determination the Investment Manager may rely conclusively on an Opinion of Counsel) to create in favor of the Trustee a valid, perfected, first-priority security interest in any of the Collateral to the extent the method of perfection is not specified in the definition of "Deliver."

(i) The Investment Manager shall consult with each Rating Agency which is rating any of the Secured Notes at such times as may be reasonably requested by any such Rating Agency and provide such Rating Agency with any information reasonably requested and reasonably available to the Investment Manager in connection with such Rating Agency's maintenance of its rating of such Secured Notes and its assigning credit indicators to prospective Collateral Obligations, if applicable.

(j) The Investment Manager shall use commercially reasonable efforts to cause the Issuer to retain a firm or firms of independent certified public accountants of recognized national reputation ("Accountants"). The Investment Manager shall instruct such Accountants to, at the Issuer's expense, (i) prepare on a timely basis any U.S. federal, state, local or foreign income tax or information returns ("Tax Returns") required to be filed by the Issuer or the Co-Issuer, (ii) if required to prevent the withholding and imposition of United States income tax, deliver or cause to be delivered on behalf of the Issuer (initially and every 3 years thereafter), to each applicable issuer or obligor of or counterparty with respect to an item included in the Collateral, an executed United States Internal Revenue Service Form W-8IMY or any successor form before any payments are made by such issuer or obligor or counterparty to or on behalf of the Issuer and (iii) make commercially reasonable efforts to cause to be executed by the Issuer and timely filed any Tax Returns that were prepared under clause (i) above; *provided* that the Investment Manager shall not cause the Issuer or the Co-Issuer to file any Tax Return in the United States or any state of the United States on the basis that it is engaged in a trade or business in the United States for U.S. federal income tax purposes, unless it shall have obtained advice of Winston & Strawn LLP, or a written opinion of other nationally recognized U.S. tax counsel experienced in such matters, prior to such filing to the effect that, under the laws of such jurisdiction, the Issuer or the Co-Issuer (as applicable) is required to file such Tax Return. Notwithstanding the foregoing, the Investment Manager shall in no event be liable for the failure of the Accountants to perform any of the actions described in clauses (i) through (iii) above, and the Investment Manager shall have no liability for any failure by it, after commercially reasonable efforts, to identify a firm of independent certified public accountants that will perform the actions described in the clauses (i) through (iii) above.

In furtherance of the foregoing, the Issuer hereby appoints the Investment Manager and the External Investment Adviser and each successor Investment Manager duly appointed pursuant to Section 12(e) hereof as the Issuer's true and lawful agent and attorney-in-fact, with full power of substitution and full authority in the Issuer's name, place and stead and without any necessary further approval of the Issuer, in connection with the performance of the Investment Manager's duties provided for in this Agreement, including the following powers (subject in all cases to the limitations set forth in the Indenture): (a) to sign, execute, certify, swear to, acknowledge, deliver, file, receive and record any and all documents which the Investment Manager and the External Investment Adviser reasonably deem necessary or appropriate in connection with the Investment Manager's investment management duties under this Agreement and (b) to (i) vote in the Investment Manager's discretion any securities, instruments or obligations included in the Collateral, (ii) execute proxies, waivers, consents and other instruments with respect to such securities, instruments or obligations, (iii) endorse, transfer or deliver such securities, instruments and obligations, (iv) participate in or consent (or decline to consent) to any modification, work-out, restructuring, bankruptcy proceeding, class action, plan of reorganization, merger, combination, consolidation, liquidation or similar plan or transaction with regard to such securities, instruments and obligations and (v) take any other action specified in this Section 2 or otherwise incidental to or in furtherance of the performance of the Investment Manager's obligations hereunder. The foregoing power of attorney is a continuing power, is irrevocable and is coupled with an interest; provided that this grant of power of attorney will expire, and the Investment Manager and the External Investment Adviser shall cease to have any power to act as the Issuer's attorney-in-fact, upon (x) termination of this Agreement in accordance with its terms, (y) as to a removed or resigning Investment Manager, the effectiveness of such removal or resignation or (z) as to the assigning Investment Manager, any assignment in whole by the Investment Manager of its obligations under this Agreement in accordance with Section 15 hereof; provided further, that any such expiration shall not affect any transaction initiated prior to such expiration. Nevertheless, if so requested by the Investment Manager, the External Investment Adviser or a purchaser of a Collateral Obligation, Restructured Loan, Equity Security or Eligible Investment, the Issuer shall ratify and confirm any such sale or other disposition by executing and delivering to the Investment Manager, the External Investment Adviser or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request.

3. Brokerage.

(a) The Issuer hereby acknowledges that the Investment Manager shall be authorized to select the brokers and dealers through which transactions for the purchase and sale of Collateral Obligations will be effected and that the Issuer shall be responsible for brokerage commissions with respect to such transactions.

(b) The Investment Manager shall use its commercially reasonable efforts to obtain best execution for all orders placed with respect to the Collateral Obligations and other Assets, considering all reasonable circumstances, including, if applicable, the conditions or terms of early redemption of the Secured Notes, it being understood that the Investment Manager does not guarantee the success of such efforts. Subject to the first sentence of this Section 3(b), the Investment Manager may take into consideration all factors the Investment Manager reasonably determines to be relevant, including, without limitation, timing, general relevant trends and research and other brokerage services and support equipment and services related thereto furnished to the Investment Manager or its Affiliates by brokers and dealers. Such services may be used in connection with the other advisory activities or investment operations of the Investment Manager and/or its respective Affiliates. In addition, subject to the objective of obtaining best execution, the Investment Manager may take into account available prices, rates of brokerage commissions and size and difficulty of the order, the nature of the market for such security, the time constraints of the transaction, in addition to other relevant factors (such as, without limitation, execution capabilities, reliability (based on total trading rather than individual trading), integrity, financial condition in general, and execution and operational capabilities of competing brokers and/or dealers), without having to demonstrate that such factors are of a direct benefit to the Issuer in any specific transaction. The Issuer acknowledges that the determination by the Investment Manager of any benefit to the Issuer is subjective and represents the Investment Manager's evaluation at the time that the Issuer will be benefited by relatively better purchase or sales prices, lower brokerage commissions and beneficial timing of transactions or a combination of these and other factors.

(c) The Investment Manager may aggregate sales and purchase orders of securities placed with respect to the Collateral with similar orders being made simultaneously for other accounts managed by the Investment Manager or with accounts of the Affiliates of the Investment Manager, if in the Investment Manager's sole judgment such aggregation would result in an overall economic benefit to the Issuer, taking into consideration the availability of purchasers or sellers, the selling or purchase price, brokerage commission and other expenses. In the event that a sale or purchase of a Collateral Obligation occurs as part of any aggregate sale or purchase order, the objective of the Investment Manager (and any of its Affiliates involved in such transactions) shall be to allocate the executions among the relevant accounts in a manner reasonably believed by the Investment Manager to be equitable over time for all accounts involved, and the Investment Manager, in making such allocation decisions, may take into consideration, among other relevant factors, the differing investment objectives of the Issuer and the Investment Manager's (or its Affiliates') other clients, the amount of capital available, eligibility criteria set forth in the Indenture and in any governing documents relating to the Investment Manager's (or its Affiliates') other clients, the maturity of the account and the exposure to similar or offsetting positions. The Issuer acknowledges that circumstances may arise in which such an allocation could have adverse effects upon the Issuer or the other clients of the Investment Manager or its Affiliates with respect to the price or size of positions obtainable or saleable.

(d) All purchases and sales of Collateral Obligations, Restructured Loans, Specified Equity Securities and Eligible Investments, and all sales of Equity Securities, by the Investment Manager on behalf of the Issuer shall be conducted in compliance with all applicable laws (including, without limitation, the Advisers Act) and the terms of the Indenture. Subject to the objective of obtaining best execution, the Investment Manager may, in the allocation of business, take into consideration research and other brokerage services furnished to the Investment Manager or its Affiliates by brokers and dealers which are not Affiliates of the Investment Manager in compliance with Section 28(e) of the Exchange Act. Such services may be furnished to the Investment Manager or its Affiliates in connection with its other advisory activities or investment operations. The Investment Manager shall cause any purchase or sale of any Collateral Obligation, Restructured Loan, Equity Security or Eligible Investment to be conducted on terms that reflect (or would be consistent with) an arm's-length transaction.

4. Additional Activities of the Investment Manager.

Nothing herein shall prevent the Investment Manager or any of its Affiliates, or any of their respective members, principals, partners, managers, directors, officers, stockholders, employees or agents, from engaging in other businesses, or from rendering services of any kind (including investment management and advisory services) to the Issuer and its Affiliates, the Trustee, the Subordinated Note Paying Agent, the Noteholders or any other Person. Without limiting the generality of the foregoing, the Investment Manager, its Affiliates and the members, principals, partners, managers, directors, officers, stockholders, employees and agents of the Investment Manager and its Affiliates may:

(a) serve as directors (whether supervisory or managing), officers, employees, agents, nominees or signatories for the Issuer, its Affiliates or any issuer or obligor (or any Affiliate of an issuer or obligor) of any Collateral Obligation, Restructured Loan, Equity Security or other security or obligation included in the Collateral, to the extent permitted by their Governing Instruments, as from time to time amended, or by any resolutions duly adopted by the Issuer, its Affiliates or any issuer or obligor (or any Affiliate of an issuer or obligor) of any Collateral Obligation, Restructured Loan, Equity Security or other security or obligation included in the Collateral, pursuant to their respective Governing Instruments; provided that in the reasonable business judgment of the Investment Manager (exercised in good faith), such activity will not have a material adverse effect on the enforceability of the Collateral;

(b) receive fees for services of any nature rendered to the issuer or obligor (or any Affiliate of an issuer or obligor) of any Collateral Obligation, Restructured Loan, Equity Security or other security or obligation included in the Collateral or any direct or indirect Noteholder; provided that in the reasonable business judgment of the Investment Manager (exercised in good faith), such activity will not have a material adverse effect on the enforceability of the Collateral;

(c) be retained to provide services unrelated to this Agreement to the Issuer or its Affiliates, and be paid therefor, in each case on terms that reflect (or would be consistent with) an arm's-length transaction;

(d) be a secured or unsecured creditor of, or hold an equity interest in, the Issuer, its Affiliates, or any issuer or obligor (or any Affiliate of an issuer or obligor) of any Collateral Obligation, Restructured Loan, Equity Security or other security or obligation included in the Collateral;

(e) serve as a member of any "creditors' board" or "creditors' committee" with respect to any obligation included in the Collateral which has become, or, in the Investment Manager's reasonable opinion, may become, a Defaulted Obligation; and

(f) purchase any security or obligation from, or sell any security or obligation to, the Issuer while acting in the capacity of principal or agent, in compliance with the provisions of Section 3 or 5 of this Agreement, as applicable, and Article 12 of the Indenture.

It is understood and agreed that the services of the Investment Manager to the Issuer are not to be deemed exclusive and the Investment Manager and any of its Affiliates may engage in any other business and furnish services of any kind (including investment management and advisory services) to others, including Persons which may have investment policies similar to or different from those followed by the Investment Manager on behalf of the Issuer with respect to the Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities or Eligible Investments and which may own securities or loans of the same or different class, or which are the same or different type, as the Collateral Obligations, Restructured Loans, Workout Loans, Equity Securities or Eligible Investments or other debt or equity interests of the issuers or obligors of the Collateral Obligations, Restructured Loans, Workout Loans, Equity Securities or Eligible Investments. The Investment Manager and its Affiliates will be free, in their sole discretion, to make recommendations to others and to effect transactions on behalf of themselves or for others, which may be similar to or different from those made or effected with respect to the Collateral.

Nothing contained in this Agreement or the Indenture shall prevent the Investment Manager or any of its Affiliates, acting either as principal or agent on behalf of others, from buying or selling, or from recommending to or directing any other account to buy or sell, at any time, securities or loans of the same kind or class, or securities or loans of a different kind or class of the same issuer or obligor, as those directed by the Investment Manager to be purchased or sold hereunder. It is understood and agreed that, to the extent permitted by applicable law, the Investment Manager, its Affiliates, and any member, principal, partner, manager, director, officer, stockholder, employee or agent of the Investment Manager or any such Affiliate or any member of their families or a Person advised by the Investment Manager may have an interest in a particular transaction or in securities or loans of the same kind or class, or securities or loans of a different kind or class issued by the same obligor, as those whose purchase or sale the Investment Manager may direct hereunder.

The Investment Manager shall not be obligated to exploit any particular investment opportunity that may arise with respect to the Collateral.

5. Conflicts of Interest.

The Investment Manager shall not knowingly direct the Trustee to purchase any security or loan to be included in the Collateral from the Investment Manager or any of its Affiliates as principal or to sell any security or loan to the Investment Manager or any of its Affiliates as principal unless (a) such purchase or sale is not in violation of the Advisers Act, (b) the Board of Directors shall have received from the Investment Manager such information relating to such acquisition or disposition as it shall reasonably require, (c) the Board of Directors shall have approved such purchase or sale and (d) such purchase or sale is effected in a transaction that would be representative of a transaction entered into on terms that reflect an arm's-length basis. The Investment Manager shall not knowingly direct the Trustee to purchase any security or loan for inclusion in the Collateral from any account or portfolio for which the Investment Manager or any of its Affiliates serves as investment adviser, or direct the Trustee to sell any security or loan to any account or portfolio for which the Investment Manager or any of its Affiliates serves as investment adviser unless (a) such purchase or sale is not in violation of the Advisers Act and (b) such purchase or sale is effected in a transaction that would be representative of a transaction entered into on terms that reflect an arm's-length basis. For the avoidance of doubt, for purposes of this paragraph, no Person shall be or become an Affiliate of the Investment Manager by reason of the Investment Manager or an Affiliate of the Investment Manager acting as an investment adviser, asset manager or collateral manager (or acting in a similar capacity, however denominated) with respect to such Person.

Notwithstanding the foregoing, the Issuer hereby authorizes the Investment Manager to cause the purchase (subject to the applicable provisions of the Indenture and this Agreement) of Eligible Investments and Collateral Obligations that are securities of or owned by investment companies registered under the Investment Company Act for which the Investment Manager or an Affiliate acts as investment adviser or distributor; provided, however, that (a) all such transactions comply with the Investment Company Act, (b) all such transactions comply with the Investment Manager's then existing practices and procedures and (c) the Issuer may at any time, by written notice to the Investment Manager, revoke the authorization provided by this sentence.

Unless the Investment Manager determines in its reasonable business judgment (exercised in good faith) that such purchase or sale is appropriate, the Investment Manager may refrain from directing the Trustee to purchase or sell securities issued by (i) Persons of which the Investment Manager, any of its Affiliates or any of their respective members, principals, partners, managers, directors, officers, stockholders or employees are directors or officers; (ii) Persons of which the Investment Manager or any of its Affiliates act as financial adviser or underwriter; or (iii) Persons about which the Investment Manager or any of its Affiliates have information which the Investment Manager deems confidential or non-public or otherwise might prohibit it from advising as to the trading of such securities in accordance with applicable law.

Although the officers and employees of the Investment Manager and the External Investment Adviser will devote as much time to the Issuer as the Investment Manager and the External Investment Adviser deem appropriate, such officers and employees may have conflicts in allocating their time and services among the Issuer and the Investment Manager's, the External Investment Adviser's and any of their respective Affiliates' other accounts. The Investment Manager, the External Investment Adviser and any of their respective Affiliates, in connection with their other business activities, may acquire material non-public confidential information that may restrict the Investment Manager or the External Investment Adviser from purchasing securities or selling securities for itself or its clients (including the Issuer) or otherwise using such information for the benefit of its clients or itself.

Various potential and actual conflicts of interest may arise from the overall investment activity of the Investment Manager, the External Investment Adviser and any of their respective Affiliates. The Investment Manager, the External Investment Adviser and any of their respective Affiliates and their respective clients may invest for their own accounts in securities or obligations that would be appropriate as items of Collateral Obligations, Restructured Loans and/or Specified Equity Securities. Such investments may be different from those made on behalf of the Issuer. The Investment Manager, the External Investment Adviser and any of their respective Affiliates and their respective clients may have ongoing relationships with companies whose securities or obligations are pledged as Collateral and may own securities and obligations issued by, or loans to, issuers or obligors of Collateral Obligations, Restructured Loans, Workout Loans, Specified Equity Securities or Equity Securities. The Investment Manager, the External Investment Adviser and any of their respective Affiliates and their respective clients may invest in securities or loans that are senior to, or have interests different from or adverse to, the securities or loans that are pledged as Collateral. The Investment Manager and the External Investment Adviser may serve as investment adviser for, invest in, or be Affiliated with, other entities that invest in debt obligations or securities that are similar to the Collateral Obligations, Restructured Loans and/or Specified Equity Securities, and with the same or similar objectives as the Issuer. The Investment Manager or the External Investment Adviser will at certain times (i) be simultaneously seeking to purchase or sell investments for the Issuer and any similar entity for which it serves as investment adviser in the future, or for its clients or Affiliates and/or (ii) have short exposure to certain securities or loans that will be the same as the securities or loans included in the Assets. The recommendations made to others by the Investment Manager and the External Investment Adviser and transactions effected by the Investment Manager and the External Investment Adviser on behalf of themselves or others may be the same or different from those made or effected by or on behalf of the Issuer.

The Investment Manager, the External Investment Adviser and their respective Affiliates shall not be required to offer investment opportunities of which they become aware to the Issuer or to account to the Issuer for (or share with the Issuer or inform the Issuer of) any such transaction or any benefit received by them from any such transaction or to inform the Issuer of any investments before offering any investments to their respective clients or other any entities that the Investment Manager, the External Investment Adviser and their respective Affiliates may manage or advise. In addition, the Investment Manager, the External Investment Adviser and their respective Affiliates may make investments on their own behalf, or on behalf of Affiliates, clients or other entities that they may manage or advise, without offering such investment opportunity to the Issuer or making any such investments on behalf of the Issuer. Affirmative obligations may exist or may arise in the future, whereby the Investment Manager and its Affiliates are obligated to offer certain investments to other investment vehicles they manage or advise before or without offering those investments to the Issuer.

The Issuer acknowledges (i) that the Investment Manager will on the 2021 Refinancing Date hold (x) 100% of the Subordinated Notes and (y) 100% of the Class F-R-3 Notes, (ii) that funds advised by the Investment Manager or the External Investment Adviser may sell Collateral Obligations to the Issuer on or prior (or subsequent to) to the 2021 Refinancing Date and (iii) that the Investment Manager, the External Investment Adviser, their respective Affiliates or clients and certain other investors identified by the Investment Manager or the External Investment Adviser may at times own Notes of one or more Classes. In certain circumstances, the interests of the Issuer and/or the Noteholders under the Indenture with respect to matters as to which the Investment Manager or the External Investment Adviser is advising the Issuer may conflict with the interests of the Investment Manager or the External Investment Adviser or their respective Affiliates including, without limitation, in the Investment Manager's, the External Investment Adviser's or their respective Affiliates' capacity as a Holder, directly or indirectly, of Subordinated Notes or Secured Notes, as applicable.

The Issuer hereby consents to the various potential and actual conflicts of interests that may exist with respect to the Investment Manager or the External Investment Adviser as described above and those described in the 2021 Refinancing Offering Memorandum; provided, however, that nothing contained in this Section 5 shall be construed as altering or limiting the duties of the Investment Manager or the External Investment Adviser set forth in this Agreement or in the Indenture nor the requirement of any law, rule or regulation applicable to the Investment Manager or the External Investment Adviser.

6. Records; Requests for Information; Confidentiality.

The Investment Manager shall maintain appropriate books of account and records relating to services performed hereunder, and such books of account and records shall be accessible for inspection by authorized representatives of the Issuer, the Trustee, the Subordinated Note Paying Agent and the Independent accountants appointed by the Issuer pursuant to the Indenture at a mutually agreed-upon time during normal business hours and upon not less than three Business Days' prior notice; provided that the Investment Manager shall not be obligated to provide access to any non-public information if the Investment Manager in good faith determines that the disclosure of such information would violate any applicable law, regulation or contractual arrangement. The Investment Manager shall keep confidential all information obtained in connection with the services rendered hereunder and shall not disclose any such information to non-affiliated third parties except (i) with the prior written consent of the Issuer (which consent shall not be unreasonably withheld), (ii) such information as the Rating Agencies shall reasonably request in connection with their rating or evaluation of the Secured Notes, the Subordinated Notes and/or the Investment Manager, as applicable, (iii) as required by law, regulation, court order or the rules, regulations or request of any regulatory or self-regulating organization, body or official (including any securities exchange on which the Notes may be listed from time to time) having jurisdiction over the Investment Manager or as otherwise required by law or judicial process or as required by an Underlying Instrument, (iv) such information as shall have been publicly disclosed other than in violation of this Agreement, (v) to its members, principals, partners, managers, directors, officers, stockholders, employees and agents, and to its attorneys, accountants and other professional advisers in conjunction with the transactions described herein, (vi) such information as may be necessary or desirable in order for the Investment Manager to prepare, publish and distribute to any Person any information relating to the investment performance of any Collateral Obligation or other Asset, (vii) in connection with the enforcement of the Investment Manager's rights hereunder or in any dispute or proceeding related hereto, (viii) to the Trustee, the Collateral Administrator or the Subordinated Note Paying Agent, (ix) to Noteholders and potential purchasers of and (with respect to Notes in book-entry form) current and potential owners of beneficial interests in any of the Notes, (x) such information that was or is obtained by the Investment Manager on a non-confidential basis, (xi) in connection with establishing trading or investment accounts or otherwise in connection with effecting transactions on behalf of the Issuer and (xii) subject to applicable law and to the extent not inconsistent with securities law restrictions with respect to the Notes, any information relating to the investment performance of the Collateral. For purposes of this Section 6, the Trustee, the Collateral Administrator, the Intermediary, the Placement Agent and the Holders of and (with respect to Notes in book-entry form) owners of beneficial interests in the Notes shall not be considered "non-affiliated third parties." Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties hereto are parties or by which they are bound, each party hereto (and any employee, representative, or agent of any party hereto) may disclose to any and all persons, without limitation of any kind, the tax structure and tax treatment of the transactions contemplated hereby and by the Transaction Documents and all materials of any kind (including opinions or other tax analysis) that are provided to such party relating to such tax treatment and tax structure; provided, however, that such disclosure shall not include the name (or other identifying information not relevant to the tax structure or tax treatment) of any person and shall not include information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

7. Certain Obligations of Investment Manager.

(a) Unless otherwise specifically required by any provisions of the Indenture or this Agreement or by applicable law, and subject to the limitations set forth in Section 10 hereof, the Investment Manager shall use commercially reasonable efforts not to take any action which would (a) materially adversely affect the status of the Issuer or Co-Issuer for purposes of Cayman Islands law, United States Federal or state law or any other law known to the Investment Manager to be applicable to the Issuer or Co-Issuer, (b) not be permitted by the Issuer's or the Co-Issuer's Governing Instruments, (c) cause the Issuer or the Co-Issuer to violate any law rule or regulation of any government body or agency having jurisdiction over the Issuer or the Co-Issuer including Cayman Islands, United States federal, state or other applicable securities law known to the Investment Manager to be applicable to the Issuer or the Co-Issuer, the violation (individually or in the aggregate with any other such violation) of which would have a material adverse effect on the business, operations, assets or financial condition of the Issuer or the Collateral, (d) require registration of the Issuer, the Co-Issuer or the pool of Collateral as an "investment company" under the Investment Company Act, (e) cause the Issuer or the Co-Issuer to violate the terms of the Indenture or any other agreement or representation of the Issuer or the Co-Issuer contemplated by the Indenture (other than violations in connection with good faith efforts to resolve documentary ambiguity and conflicts), in each case, in any material respect or (f) adversely affect the interests of the Secured Parties in the pool of Assets in any material respect (other than the effect of such actions expressly permitted hereunder or under the Indenture, including through a supplemental indenture entered into in accordance with Article 8 of the Indenture), it being understood that in connection with this sentence, subject to the Investment Manager satisfying the standard of care set forth in Section 2(a), the Investment Manager will not be required to make any independent investigation of any facts or laws not otherwise known to it in connection with its obligations under this Agreement and the Indenture or other conduct of its business generally.

(b) If the Investment Manager is requested to take any action described in clause (a) above by the Issuer, the Investment Manager shall promptly notify the Issuer, the Trustee and the Subordinated Note Paying Agent of the Investment Manager's reasonable business judgment (exercised in good faith), that such action would have one or more of the consequences set forth above and the Investment Manager need not take such action unless the Issuer again requests the Investment Manager to do so and at least $66^{2}/_{3}\%$ of the Aggregate Outstanding Amount of the Controlling Class has consented thereto in writing. Notwithstanding any such request, the Investment Manager need not take such action unless (i) arrangements satisfactory to it are made to insure or indemnify the Investment Manager, the External Investment Adviser and their respective Affiliates and each of their respective members, principals, partners, managers, directors, officers, stockholders, employees and agents from any liability they may incur as a result of such action and (ii) if the Investment Manager so requests in respect of a question of law, the Issuer, at its expense, delivers to the Investment Manager a favorable opinion of counsel as to such question of law. Notwithstanding anything to the contrary contained in this Agreement, the Investment Manager shall not be required to take any action if the Investment Manager reasonably believes that the taking of such action will or may violate any applicable law, rule or regulation, and shall not take any discretionary action that it reasonably believes would cause an Event of Default under the Indenture. The Investment Manager and the Investment Manager Affiliates shall not be liable to the Co-Issuers, the Trustee, the Noteholders or any other Person with respect to the foregoing except as provided in Section 10.

(c) The Investment Manager and the External Investment Adviser shall be entitled to treat any notice or other communication that on its face comes from the Issuer or the Board of Directors as having been sent by the Issuer or the Board of Directors, as applicable, unless it has actual knowledge that the Issuer or the Board of Directors has not sent such notice or other communication. The Investment Manager shall not have any liability for any action taken by the Investment Manager or the External Investment Adviser in good faith reliance on information that has been provided by the Issuer, the Co-Issuer, the Trustee or the Collateral Administrator.

8. Compensation.

(a) The Issuer shall pay to the Investment Manager, for services rendered and performance of its obligations under this Agreement on and after the 2021 Refinancing Date (i) the Base Management Fee and (ii) the Subordinated Management Fee (together with the Base Management Fee, the "Investment Management Fees"). The Investment Management Fees shall be payable in arrears to the Investment Manager on each Payment Date in accordance with the Priority of Payments. If on any Payment Date there are insufficient funds to pay the Base Management Fee and/or the Subordinated Management Fee then due in full, the amount not so paid shall be deferred and shall be payable (without interest thereon) on such subsequent Payment Date on which any funds are available therefor, subject to and in accordance with the Priority of Payments. The Investment Manager may, in its sole and absolute discretion and from time to time, elect to defer all or any portion of the Base Management Fee and/or Subordinated Management Fee payable to it (and for which funds are available) on any Payment Date without the consent of any Holders of the Notes by delivering to the Trustee written notice no later than the third (3rd) Business Day after the related Determination Date. After such Payment Date, such deferred Investment Management Fee shall be added to the cumulative amount (if any) of unpaid Investment Management Fees. Any Investment Management Fee deferred by the Investment Manager shall, to the extent so directed by the Investment Manager in a notice delivered to the Trustee no later than the third (3rd) Business Day after the applicable Determination Date, be payable on the related Payment Date in accordance with the Priority of Payments or, to the extent funds are not available therefor on such Payment Date, on each subsequent Payment Date in accordance with the Priority of Payments, until paid in full.

(b) The parties hereto acknowledge and agree that a portion of the gross proceeds received from the issuance and sale of the Secured Notes and the additional Subordinated Notes on the 2021 Refinancing Date will be used to pay or reimburse the organizational, placement, structuring and other fees and expenses of the Co-Issuers on the 2021 Refinancing Date or otherwise in connection with the organization of the Issuer and the Co-Issuer, the issuance and sale of the Secured Notes and the additional Subordinated Notes, and the redemption of the 2018 Refinancing Notes, on the 2021 Refinancing Date and the execution and delivery of this Agreement and the other agreements and documents relating to the issuance and sale of the Secured Notes and the additional Subordinated Notes, including the legal fees and expenses of counsel to the Investment Manager. The Investment Manager shall be responsible for its rent, office expenses, employee salaries and all other ordinary expenses incurred in the performance of its obligations under this Agreement (but not any expenses otherwise payable by the Issuer or the Co-Issuer under the Indenture or the Subordinated Note Paying Agency Agreement); provided that (i) the fees and expenses of employing outside lawyers and consultants in connection with the purchase, sale and management of Collateral Obligations, Equity Securities, Eligible Investments or any other Collateral and the possible amendment, default, bankruptcy or restructuring of any Collateral Obligation, Equity Security or any other Collateral, (ii) all amounts payable under the Collateral Administration Agreement, (iii) the fees and expenses of employing outside lawyers or accountants to assist the Investment Manager in interpreting and fulfilling its obligations and duties under this Agreement and the Indenture, (iv) reasonable travel expenses in connection with the Investment Manager's performance of its duties hereunder, (v) the cost of any fees related to the administration and monitoring of the Notes, the Collateral Obligations and any securities or loans to be purchased for inclusion as Collateral, including, without limitation, the cost of any research software or credit databases used by the Investment Manager in connection with its management of the Collateral Obligations, (vi) the fees and expenses payable by the Issuer in accordance with the Indenture, including any fees, expenses or other amounts payable to the Rating Agencies, the Collateral Administrator, the Trustee, the Administrator, any Paying Agent, the Independent accountants appointed under the Indenture or any other accountants, (vii) the reasonable expenses of exercising observation rights (including through a representative) pursuant to Section 17 hereof, and (viii) premiums for insurance protecting the Investment Manager and each Investment Manager Affiliate from liability with respect to third persons in connection with the affairs of the Issuer, in each case, shall constitute Administrative Expenses and be reimbursed by the Issuer in accordance with the Indenture and shall be payable in accordance with the Priority of Payments. Except as provided in the immediately preceding sentence, the Investment Manager shall be responsible for the payment of all fees and expenses incurred by any third parties employed by the Investment Manager to render investment advice or any other services to the Issuer agreed by the Investment Manager to be rendered by the Investment Manager hereunder.

(c) If this Agreement is terminated pursuant to Section 12, Section 13 or otherwise, the Investment Management Fees calculated as provided in the Indenture shall be prorated for any partial periods between Payment Dates during which this Agreement was in effect and shall be due and payable (together with any unpaid (including unpaid deferred) Investment Management Fees) on the first Payment Date following the date of such termination in accordance with the Priority of Payments set forth in the Indenture and, to the extent not paid in full on such Payment Date, on each Payment Date thereafter subject to the Priority of Payments until paid in full.

9. Benefit of the Agreement and Assignment of the Agreement.

The Investment Manager shall perform its duties hereunder in accordance with the terms of this Agreement and the terms of the Indenture applicable to it. Subject to Section 15.1 of the Indenture, the Investment Manager agrees that such duties shall be enforceable by (i) the Issuer, (ii) the Trustee, on behalf of the Noteholders, and (iii) the Subordinated Note Paying Agent, on behalf of the Holders of the Subordinated Notes, as provided in the Indenture and the Subordinated Note Paying Agency Agreement, in each case, as and to the extent provided in the Indenture or the Subordinated Note Paying Agency Agreement.

10. Limits of Investment Manager Responsibility.

(a) Notwithstanding anything set forth in the Indenture or the Collateral Administration Agreement to the contrary, the Investment Manager assumes no responsibility under this Agreement other than to render the services called for hereunder and under the terms of the Indenture applicable to it pursuant to the terms of this Agreement in good faith in accordance with the standard of care provided in Section 2(a) and subject to the standard of conduct described in the next succeeding sentence, shall not be liable for any action or inaction of the Issuer or the Trustee in following or declining to follow any advice, recommendation or direction of the Investment Manager or for any action or inaction of the Collateral Administrator. Notwithstanding anything to the contrary herein, in the Indenture or in any other Transaction Document, the Investment Manager, the External Investment Adviser, their respective Affiliates and their respective members, principals, partners, managers, directors, officers, stockholders, employees and agents (collectively, the "Investment Manager Affiliates") shall not be liable to the Co-Issuers, the Trustee, the Collateral Administrator, the Subordinated Note Paying Agent, the Noteholders or any other Person for any expenses, losses, damages, demands, charges, judgments, assessments, costs or other liabilities or claims of any nature whatsoever (including reasonable attorneys' and accountants' fees and expenses) (collectively, "Liabilities") incurred by the Co-Issuers, the Trustee, the Collateral Administrator, the Subordinated Note Paying Agent, the Noteholders or any other Person that arise out of or in connection with the performance by the Investment Manager of its duties under this Agreement, the Collateral Administration Agreement or the Indenture or for any acts or omissions by the Investment Manager or any other Investment Manager Affiliate under or in connection with this Agreement or the terms of the Indenture or any other Transaction Document applicable to it, except (i) by reason of acts or omissions of the Investment Manager constituting criminal conduct, fraud, bad faith, willful misconduct or gross negligence in the performance, or reckless disregard, of the obligations of the Investment Manager hereunder or under the terms of the Indenture specifically applicable to the Investment Manager or (ii) with respect to the information concerning the Investment Manager set forth (w) under the heading "The Investment Manager" in the Original Offering Memorandum (as of the date thereof and as of the Closing Date), (x) under the heading "The Investment Manager" in the 2016 Refinancing Offering Memorandum (as of the date thereof and the 2016 Refinancing Date), (y) under the heading "The Investment Manager" in the 2018 Refinancing Offering Memorandum (as of the date thereof and the 2018 Refinancing Date) or (z) under the headings (A) "The Investment Manager", (B) "Risk Factors—Relating to the Investment Manager" or (C) "Risk Factors —Relating to Certain Conflicts of Interest—Certain Conflicts of Interest Regarding the Investment Manager and its Affiliates" in the 2021 Refinancing Offering Memorandum (as of the date thereof and the 2021 Refinancing Date), such information containing any untrue statement of material fact or omitting to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The occurrences of the events described in clauses (i) and (ii) above are collectively referred to for purposes of this Section 10 as "Investment Manager Breaches." Notwithstanding the foregoing, in no event shall the Investment Manager or any other Investment Manager Affiliate be liable for consequential, special, exemplary or punitive damages. For the avoidance of doubt, the Investment Manager will not be liable for trade errors that may result from ordinary negligence, such as errors in the trade process (including, but not limited to, a buy order being entered instead of a sell order, or the wrong security being purchased or sold, or a security being purchased or sold in an amount or at a price other than the correct amount or price), except to the extent that any such errors are due to an Investment Manager Breach. Any stated limitations on liability shall not relieve the Investment Manager from any responsibility it has under any state or federal statutes.

(b) The Issuer shall indemnify and hold harmless the Investment Manager, the External Investment Adviser and every other Investment Manager Affiliate from and against any Liabilities, and will reimburse the Investment Manager, the External Investment Adviser or any other Investment Manager Affiliate for all reasonable fees and expenses (including reasonable fees and expenses of counsel) as such fees and expenses are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation with respect to any pending or threatened litigation, caused by, or arising out of or in connection with, (i) the issuance of the Original Rated Notes on the Closing Date or the transactions contemplated by the Original Offering Memorandum, the issuance of the 2016 Refinancing Notes on the 2016 Refinancing Date or the transactions contemplated by the 2016 Refinancing Offering Memorandum, the issuance of the 2018 Refinancing Notes and the additional Subordinated Notes on the 2018 Refinancing Date or the transactions contemplated by the 2018 Refinancing Offering Memorandum, the issuance of the 2021 Refinancing Notes and the additional Subordinated Notes on the 2021 Refinancing Date or the transactions contemplated by the 2021 Refinancing Offering Memorandum, or the transactions contemplated by the Indenture, this Agreement or the other Transaction Documents (or any predecessor agreement thereto), and/or (ii) any action taken by, or any failure to act by, the Investment Manager, the External Investment Adviser or any other Investment Manager Affiliate, and in either case to the extent not constituting an Investment Manager Breach. Notwithstanding anything contained herein to the contrary, the obligations of the Issuer under this Section 10 shall be limited recourse in accordance with Section 23 hereof and payable as an Administrative Expense out of the Collateral in accordance with the Priority of Payments set forth in the Indenture. Nothing contained herein shall be deemed to waive any liability which cannot be waived under applicable state or federal law or any rules or regulations adopted thereunder.

(c) The Investment Manager shall not be obligated to appear in, prosecute or defend any legal action in connection with its responsibilities under this Agreement or that, in its sole opinion, may involve it or any other Investment Manager Affiliate in any expense or liability. In the exercise of its discretion, however, the Investment Manager may undertake any such action that it may deem necessary or desirable with respect to the enforcement or protection of the rights and duties of the parties to this Agreement or the interest of the Issuer hereunder. In such event, the legal expenses and costs of such action, and any liability resulting therefrom (other than liabilities to the extent arising from an Investment Manager Breach), shall be borne by the Issuer, and the Investment Manager shall be entitled to receive reimbursement thereof from the Issuer in accordance with the Priority of Payments set forth in the Indenture.

(d) The Investment Manager shall indemnify and hold harmless the Issuer in respect of any Liabilities and will reimburse the Issuer for all reasonable fees and expenses (including reasonable fees and expenses of counsel) incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation with respect to any pending or threatened litigation, in each case, to the extent and only to the extent that such Liabilities, fees, expenses and other amounts result from an Investment Manager Breach, except to the extent that any such Liabilities, fees, expenses and other amounts are caused by or arise out of the Issuer's gross negligence or willful misconduct. Any Liabilities, fees, expenses and other amounts to be paid by the Investment Manager in respect of its indemnification of the Issuer under this Section 10(d) will be payable only upon and to the extent that a court of competent jurisdiction has found in a judgment which has become final (whether or not subject to appeal) that such Liabilities, fees, expenses and other amounts resulted from an Investment Manager Breach.

11. No Partnership or Joint Venture.

The Issuer and the Investment Manager are not partners or joint venturers with each other and nothing herein shall be construed to make them such partners or joint venturers or impose any liability as such on either of them. The Investment Manager's relation to the Issuer shall be, for all purposes herein, deemed to be that of an independent contractor and the Investment Manager shall, unless otherwise expressly provided herein or authorized by the Issuer from time to time, have no authority to act for or represent the Issuer in any way or otherwise be deemed an agent of the Issuer.

12. Term; Termination.

(a) This Agreement shall become effective as of the 2021 Refinancing Date and shall continue in force until the first of the following occurs: (i) the payment in full of the Secured Notes, the termination of the Indenture in accordance with its terms and the payment in full of the Subordinated Notes; (ii) the liquidation of the Collateral and the final distribution of the proceeds of such liquidation to the Noteholders; or (iii) the termination of this Agreement in accordance with this Section 12 or Section 13.

(b) Notwithstanding any other provisions hereof to the contrary, the Investment Manager may resign upon 90 days' prior written notice to the Issuer, the Rating Agencies and the Trustee (or such shorter notice as is acceptable to the Issuer); provided, however, that such resignation shall not be effective until the date as of which a successor Investment Manager has been appointed in accordance with Section 12(e) and has accepted the duties of the successor Investment Manager hereunder. The Issuer will use commercially reasonable efforts to appoint a successor Investment Manager to assume such duties and obligations.

(c) [Reserved].

(d) If this Agreement is terminated pursuant to this Section 12 or Section 13, such termination will be without any further liability or obligation of either party to the other, except as provided in Sections 8, 10, 14 and 23.

(e) Upon any removal or resignation of the Investment Manager (in each case, whether pursuant to this Section 12 or pursuant to Section 13) while any of the Secured Notes or Subordinated Notes are Outstanding, the Issuer shall, as directed in accordance with the immediately succeeding paragraph, appoint as successor Investment Manager an institution which (i) has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Investment Manager hereunder (or that has been approved by a Majority of the Controlling Class), (ii) is legally qualified and has the capacity to act as Investment Manager hereunder, as successor to the Investment Manager under this Agreement in the assumption of all of the responsibilities, duties and obligations of the Investment Manager hereunder and under the applicable terms of the Indenture, (iii) shall not cause the Issuer or the Co-Issuer or the pool of Collateral to become required to register under the provisions of the Investment Company Act and (iv) will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. No termination or removal of the Investment Manager, whether pursuant to this Section 12 or pursuant to Section 13 hereof, shall be effective until a successor has been appointed and approved pursuant to this Agreement, subject to and in accordance with this Section 12(e), and has agreed in writing to assume all of the Investment Manager's duties and obligations with respect to the period commencing with such appointment.

Any successor Investment Manager must be appointed by the Issuer at the direction of (a) a Majority of the Subordinated Notes and not rejected by a Majority of the Controlling Class or (b) a Majority of the Controlling Class and not rejected by a Majority of the Subordinated Notes, in each case within 20 days of the issuance of notice of a vote regarding (or the appointment of) such successor Investment Manager to the Holders of the Notes. For purposes of this paragraph, in determining whether the Holders of the requisite percentage of Aggregate Outstanding Amount of the Controlling Class or Subordinated Notes have given such rejection, Investment Manager Securities shall not be disregarded and shall be deemed to be Outstanding.

In the event of a removal of the Investment Manager, if no successor Investment Manager shall have been appointed or an instrument of acceptance by a successor Investment Manager shall not have been delivered to the Investment Manager (a) within 20 days after approval of the successor Investment Manager by the Issuer, and the issuance of notice of a vote regarding (or the appointment of) such successor Investment Manager to the Holders of the Notes, or (b) within 90 days after the date of notice of removal of the Investment Manager, the removed Investment Manager, a Majority of the Controlling Class or a Majority of the Subordinated Notes may petition any court of competent jurisdiction for the appointment of a successor Investment Manager without the approval of the Holders of the Notes.

In the event of a resignation by the Investment Manager, if no successor Investment Manager shall have been appointed or an instrument of acceptance by a successor Investment Manager shall not have been delivered to the Investment Manager within 120 days after the date of notice of resignation by the Investment Manager, the resigning Investment Manager, a Majority of the Controlling Class or a Majority of the Subordinated Notes may petition any court of competent jurisdiction for the appointment of a successor Investment Manager without the approval of the Holders of the Notes.

In connection with such appointment and assumption and subject to the provisions of the Indenture, the Issuer may make such arrangements for the compensation of such successor as the Issuer and such successor Investment Manager shall agree; provided, however, that no compensation payable to such successor Investment Manager from payments on the Collateral shall be greater than that paid to the Investment Manager under this Agreement without the prior written consent of a Majority of the Aggregate Outstanding Amount of the Notes voting separately. The Issuer, the Trustee and the successor Investment Manager shall take such action (or cause the outgoing Investment Manager to take such action) consistent with this Agreement and the terms of the Indenture applicable to the Investment Manager, as shall be necessary to effectuate any such succession.

(f) Upon the later of (i) the expiration of the applicable notice period with respect to a termination specified in this Section 12 or Section 13, as applicable, and (ii) the acceptance, in writing, by a successor Investment Manager of such appointment, all authority and power of the Investment Manager under this Agreement and the Indenture, whether with respect to the Collateral Obligations or otherwise, shall automatically and without further action by any Person pass to and be vested in the successor Investment Manager.

13. Termination for Cause.

Subject to Section 12(e) of this Agreement, this Agreement may be terminated, and the Investment Manager may be removed, by the Issuer, at the direction of a Majority of the Controlling Class (excluding any Investment Manager Securities, which will be disregarded and deemed not to be Outstanding for such purpose), for Cause upon 10 Business Days' prior written notice by the Issuer to the Investment Manager and upon written notice to the Holders of the Notes as set forth below. For purposes of determining "Cause" with respect to termination of this Agreement pursuant to this Section 13, such term shall mean any one of the following events:

(a) the Investment Manager willfully violates any material provision of this Agreement or the Indenture applicable to it;

(b) the Investment Manager breaches in any material respect any provision of this Agreement or any term of the Indenture applicable to it (other than the failure to satisfy the Collateral Quality Test and/or any of the Concentration Limitations or the Coverage Tests) or any representation, certificate or other statement made or given in writing by the Investment Manager (or any of its directors or officers) pursuant to this Agreement or the Indenture shall prove to have been incorrect in any material respect when made or given, which breach or materially incorrect representation, certificate or statement (i) has a material adverse effect on any Class of Notes and (ii) if such breach or such materially incorrect representation, certificate or statement is capable of being cured, the Investment Manager fails (within 30 days of it becoming aware or receiving notice from the Trustee) to cure such breach, or to take such action so that the facts (after giving effect to such actions) conform in all material respects to such representation, certificate or statement;

(c) the Investment Manager is wound up or dissolved or there is appointed over it or all or substantially all of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Investment Manager (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Investment Manager or all or substantially all of its properties or assets, or authorizes such an application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against the Investment Manager and continue undismissed for 60 consecutive days; (iii) authorizes or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, arrangement, readjustment of debt, insolvency or dissolution, or authorizes such application or consent, or proceedings to such end are instituted against the Investment Manager without such authorization, application or consent and are approved as properly instituted and remain undismissed for 60 consecutive days or result in adjudication of bankruptcy or insolvency; or (iv) permits or suffers all or substantially all of its properties or assets to be sequestered or attached by court order and the order remains undismissed for 60 consecutive days;

(d) the occurrence of any Event of Default under the Indenture that primarily results from any breach by the Investment Manager of its duties under the Indenture or this Agreement, other than those set forth in Sections 5.1(d) or 5.1(e) of the Indenture; or

(e) the occurrence of an act by the Investment Manager that constitutes fraud or criminal activity in the performance of the Investment Manager's obligations under this Agreement or the Indenture or the indictment of the Investment Manager or any of its Affiliates or any senior officer of the Investment Manager having direct responsibility over the Issuer's investment activities for a criminal offense materially related to the provision of investment advisory services.

In addition to a removal for Cause, the Investment Manager may be removed upon written notice from the Issuer in the event that the Issuer determines in good faith that the appointment of the Investment Manager under this Agreement has caused or required the Issuer, the Co-Issuer or the pool of Collateral to become registered as an investment company under the Investment Company Act.

14. Action Upon Termination.

(a) From and after the effective date of termination of this Agreement, the Investment Manager shall not be entitled to compensation and reimbursement for further services hereunder, but shall be paid all compensation and reimbursement accrued to the effective date of termination, as provided in Section 8 and shall be entitled to receive any amounts owing under Sections 7, 8(b) and 10. Upon such termination, the Investment Manager shall as soon as practicable:

(i) deliver to the Issuer all property and documents of the Trustee or the Issuer or otherwise relating to the Collateral Obligations then in the custody of the Investment Manager (although the Investment Manager may keep copies of such documents for its records); and

(ii) deliver to the Trustee or the successor Investment Manager appointed pursuant to Section 12(e) its books and records with respect to the Collateral Obligations (although the Investment Manager may keep copies of such documents for its records).

Notwithstanding such termination, (i) the outgoing Investment Manager shall remain liable for (a) its acts or omissions hereunder described in Section 10 arising prior to termination (subject to the limitations in Section 10) and (b) any expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including reasonable attorneys' fees) in respect of or arising out of a breach of the representations and warranties made by the outgoing Investment Manager in Section 16(b) or from any failure of the outgoing Investment Manager to comply with the provisions of this Section 14 and (ii) the Issuer shall remain liable for its obligations under Sections 7, 8 and 10.

(b) The Investment Manager agrees that, notwithstanding any termination, it shall (i) reasonably cooperate, at the expense of the Issuer, in any Proceeding arising in connection with this Agreement, the Indenture or any of the Collateral (excluding any such Proceeding in which claims are or may be asserted against the Investment Manager or any Investment Manager Affiliate) relating to the period of time during which this Agreement was in effect with respect to the Investment Manager, so long as the Investment Manager, the External Investment Adviser and, as applicable, every other Investment Manager Affiliate, shall have been provided such indemnity, security or other provision as is satisfactory to the Investment Manager and the External Investment Adviser against all costs, expenses and liabilities that might be incurred in connection therewith and (ii) reasonably cooperate, at the expense of the Issuer (with respect to the Investment Manager's out-of-pocket expenses only) with any duly approved and appointed successor Investment Manager hereunder in order to facilitate the succession by such successor Investment Manager.

15. Assignment.

(a) To the extent that applicable law requires the consent of the Issuer to any assignment (as defined in the Advisers Act) of this Agreement to any Person, in whole or in part, by the Investment Manager, such requirement may be satisfied with respect to the Issuer and all Holders (i) by obtaining consent to such assignment on behalf of the Issuer from any of the following persons as determined by the Investment Manager: (A) one or more directors of the Issuer independent from the Investment Manager; or (B) an advisory committee established by the Investment Manager and/or the Issuer in compliance with applicable law; or (ii) in any other manner that is permitted pursuant to then applicable law. The rights and obligations of the Investment Manager under this Agreement shall not be assigned by the Investment Manager without (i) the prior written consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes, and (ii) satisfaction of the Global Rating Agency Condition; provided, however, that the Investment Manager may assign its obligations under this Agreement to an Affiliate of the Investment Manager with (in the Investment Manager's good faith determination) comparable personnel and expertise without obtaining the consents specified in the preceding clause (i) and without satisfaction of the Global Rating Agency Condition. Upon any such assignment, the assignee shall execute and deliver to the Issuer and the Trustee a counterpart of this Agreement naming such assignee as Investment Manager. Upon the execution and delivery of such a counterpart by the assignee, the Investment Manager shall be released from further obligation pursuant to this Agreement, except with respect to its obligations arising under Section 7 of this Agreement prior to such assignment and except with respect to its obligations specified in Section 14 hereof as surviving such a termination. No assignment of obligations or duties by the Investment Manager, other than an assignment described in the first or second sentence of this Section 15, shall (1) relieve the Investment Manager from any liability under this Agreement or (2) cause any third party to be a third party beneficiary under this Agreement or any other document to which the Investment Manager is a party.

(b) This Agreement shall not be assigned by the Issuer without the prior written consent of the Investment Manager and the Trustee, except in the case of assignment by the Issuer (i) to an entity which is a successor to the Issuer permitted under the Indenture, in which case such successor organization shall be bound under this Agreement and by the terms of said assignment in the same manner as the Issuer is bound under the Indenture or (ii) to the Trustee as contemplated by the Indenture. In the event of any assignment by the Issuer, the Issuer shall use commercially reasonable efforts to cause its successor to execute and deliver to the Investment Manager such documents as the Investment Manager shall consider reasonably necessary to effect fully such assignment.

(c) Any corporation, partnership or limited liability company into which the Investment Manager may be merged or converted or with which it may be consolidated, or any corporation, partnership or limited liability company resulting from any merger, or any corporation, partnership or limited liability company succeeding to all or substantially all of the collateral management business of the Investment Manager, shall be the successor to the Investment Manager without any further action by the Investment Manager, the Issuer, the Trustee, the Noteholders or any other Person; provided that (i) to the extent legally required, the Issuer consents to such action and (ii) the resulting entity has the ability and capacity to perform professionally and competently duties similar to those imposed upon the Investment Manager hereunder.

16. Representations, Warranties and Covenants.

(a) The Issuer hereby represents and warrants to the Investment Manager as follows as of the date hereof:

(i) The Issuer has been duly incorporated and is validly existing under the laws of the Cayman Islands, has the full corporate power and authority to own its assets and the obligations proposed to be owned by it and included in the Collateral and to transact the business in which it is presently and proposed to be engaged and is duly qualified under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires, or the performance of its obligations under the Transaction Documents would require, such qualification, except for failures to be so qualified, authorized or licensed that would not in the aggregate have a material adverse effect on the business, operations, assets or financial condition of the Issuer.

(ii) The Issuer has full corporate power and authority to execute, deliver and perform the Transaction Documents and all obligations required under the Transaction Documents and has taken all necessary action to authorize the Transaction Documents on the terms and conditions hereof and thereof and the execution, delivery and performance of Transaction Documents and the performance of all obligations imposed upon it hereunder and thereunder. No consent of any other person including, without limitation, shareholders and creditors of the Issuer, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by the Issuer in connection with the Transaction Documents or the execution, delivery, performance, validity or enforceability of the Transaction Documents or the obligations imposed upon it hereunder or thereunder. Each Transaction Document to which the Issuer is a party has been executed and delivered by the Issuer (by its duly authorized director or attorney) and, following execution of all parties thereto, constitutes the valid and legally binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject, as to enforcement, to (a) the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights, as such laws would apply in the event of any bankruptcy, receivership, insolvency or similar event applicable to the Issuer and (b) general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).

(iii) The execution, delivery and performance of this Agreement, the other Transaction Documents and the documents and instruments required hereunder and thereunder will not violate any provision of any existing law or regulation binding on the Issuer, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Issuer, or the Governing Instruments of, or any securities issued by, the Issuer or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which the Issuer is a party or by which the Issuer or any of its assets is or may be bound, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of the Issuer or its ability to perform its obligations under the Transaction Documents, and will not result in or require the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking (other than the lien of the Indenture).

(iv) The Issuer is not in violation of its Governing Instruments or in breach or violation of or in default under the Indenture or any contract or agreement to which it is a party or by which it or any of its assets may be bound, or any applicable statute or any rule, regulation or order of any court, government agency or body having jurisdiction over the Issuer or its properties, the breach or violation of which or default under which would have a material adverse effect on the ability of the Issuer to perform its obligations under, or the validity and enforceability of, this Agreement or any other Transaction Document.

(v) The Original Offering Memorandum as of the date of the Original Offering Memorandum and as of the Closing Date did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made as to statements in or omissions from the section of the Original Offering Memorandum entitled "The Investment Manager." The 2016 Refinancing Offering Memorandum as of the date of the 2016 Refinancing Offering Memorandum and as of the 2016 Refinancing Date did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made as to statements in or omissions from the section of the 2016 Refinancing Offering Memorandum entitled "The Investment Manager." The 2018 Refinancing Offering Memorandum as of the date of the 2018 Refinancing Offering Memorandum and as of the 2018 Refinancing Date did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made as to statements in or omissions from the section of the 2018 Refinancing Offering Memorandum entitled "The Investment Manager." The 2021 Refinancing Offering Memorandum as of the date of the 2021 Refinancing Offering Memorandum and as of the 2021 Refinancing Date does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made as to statements in or omissions from the section of the 2021 Refinancing Offering Memorandum entitled "The Investment Manager."

(vi) The Issuer is not an "investment company" required to register under the Investment Company Act, and has not engaged in any transaction that would result in the violation of, or require the Issuer or the pool of Collateral to register as an investment company under, the Investment Company Act.

(vii) True and complete copies of the Transaction Documents and the Issuer's Governing Instruments have been or, no later than the 2021 Refinancing Date, will be delivered to the Investment Manager. The Issuer agrees to deliver a true and complete copy of each and every amendment to any Transaction Document as promptly as practicable after its adoption or execution.

(b) The Investment Manager hereby represents and warrants to the Issuer as follows as of the date hereof:

(i) The Investment Manager is a non-diversified closed end investment company duly organized, validly existing and in good standing under the laws of Maryland and has full power and authority as a corporation to own its assets and to transact the business in which it is currently engaged and is duly qualified as a corporation and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires, or the performance of this Agreement would require, such qualification, except for those jurisdictions in which the failure to be so qualified, authorized or licensed would not have a material adverse effect on the business, operations, assets or financial condition of the Investment Manager or on the ability of the Investment Manager to perform its obligations hereunder, or on the validity or enforceability of this Agreement and the provisions of the Indenture applicable to the Investment Manager.

(ii) The Investment Manager is not registered as an investment adviser under the Advisers Act.

(iii) The Investment Manager has the necessary corporate power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and under the provisions of the Indenture applicable to the Investment Manager and has taken all necessary corporate action to authorize this Agreement on the terms and conditions hereof and the execution, delivery and performance of this Agreement and all obligations required hereunder and under the terms of the Indenture applicable to the Investment Manager. No consent of any other person, including, without limitation, members or creditors of the Investment Manager, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by the Investment Manager in connection with this Agreement or the execution, delivery, performance, validity or enforceability of this Agreement or the obligations required hereunder or under the terms of the Indenture applicable to the Investment Manager. Each Transaction Document to which the Investment Manager is a party has been executed and delivered by the Investment Manager (by its duly authorized officer), and constitutes the valid and legally binding obligation of the Investment Manager enforceable against the Investment Manager in accordance with its terms, subject, as to enforcement, to (a) the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights, as such laws would apply in the event of any bankruptcy, receivership, insolvency or similar event applicable to the Investment Manager and (b) general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).

(iv) The execution, delivery and performance of this Agreement and the terms of the Indenture applicable to the Investment Manager and the documents and instruments required hereunder or under such terms of the Indenture and the other Transaction Documents to which it is a party will not violate any provision of any existing law or regulation binding on the Investment Manager, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Investment Manager, or the Governing Instruments of, or any securities issued by, the Investment Manager or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which the Investment Manager is a party or by which the Investment Manager or any of its assets may be bound, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of the Investment Manager or any of its subsidiaries, and will not result in or require the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

(v) The section entitled "The Investment Manager" contained in the Original Offering Memorandum, the section entitled "The Investment Manager" contained in the 2016 Refinancing Offering Memorandum, the section entitled "The Investment Manager" contained in the 2018 Refinancing Offering Memorandum and the sections entitled (A) "The Investment Manager", (B) "Risk Factors—Relating to the Investment Manager" and (C) "Risk Factors—Relating to Certain Conflicts of Interest—Certain Conflicts of Interest Regarding the Investment Manager and its Affiliates" contained in the 2021 Refinancing Offering Memorandum, do not purport to provide the scope of disclosure required to be included in a prospectus with respect to a registrant in connection with the offer and sale of securities of such registrant registered under the Securities Act (other than with respect to the anti-fraud rules under the Securities Act). Within such scope of disclosure, however, (w) as of the date of the Original Offering Memorandum and as of the Closing Date, the section entitled "The Investment Manager" contained in the Original Offering Memorandum accurately restated the information provided by the Investment Manager and was true in all material respects and did not omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (x) as of the date of the 2016 Refinancing Offering Memorandum and as of the 2016 Refinancing Date, the section entitled "The Investment Manager" contained in the 2016 Refinancing Offering Memorandum accurately restated the information provided by the Investment Manager and was true in all material respects and did not omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (y) as of the date of the 2018 Refinancing Offering Memorandum and as of the 2018 Refinancing Date, the section entitled "The Investment Manager" contained in the 2018 Refinancing Offering Memorandum accurately restated the information provided by the Investment Manager and was true in all material respects and did not omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (z) as of the date of the 2021 Refinancing Offering Memorandum and as of the 2021 Refinancing Date, the sections entitled (A) "The Investment Manager", (B) "Risk Factors—Relating to the Investment Manager" and (C) "Risk Factors—Relating to Certain Conflicts of Interest—Certain Conflicts of Interest Regarding the Investment Manager and its Affiliates" contained in the 2021 Refinancing Offering Memorandum accurately restates the information provided by the Investment Manager and is true in all material respects and does not omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) To the Investment Manager's best knowledge, no event constituting Cause hereunder has occurred and is continuing and no event that with the giving of notice or passage of time would become an event constituting Cause has occurred or is continuing and no such event would occur as a result of its entering into or performing its obligations under this Agreement.

(c) The Investment Manager makes no representation, express or implied, with respect to the Issuer or any portion of the Original Offering Memorandum, the 2016 Refinancing Offering Memorandum, the 2018 Refinancing Offering Memorandum or the 2021 Refinancing Offering Memorandum, other than as set forth in clause (b)(v) above.

(d) The Investment Manager and the Issuer agree that each shall take such actions, and furnish such certificates, opinions and other documents, as may be reasonably requested by the other in order to effectuate the purposes of this Agreement and to facilitate compliance with applicable laws and regulations and the terms of this Agreement.

(e) The Investment Manager agrees that it shall promptly notify the Issuer, the Trustee and each Rating Agency if any Cause shall occur with respect to the Investment Manager.

(f) The Investment Manager shall promptly notify the Issuer, the Trustee and each Rating Agency if any representation, warranty or certification previously made by the Investment Manager is subsequently determined to have been incorrect or misleading in any material respect as of the date such representation, warranty or certification was made.

(g) Each of the Issuer and the Investment Manager shall, so long as either party has or may have any obligation under this Agreement:

(i) Use commercially reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement in order to perform its obligations hereunder and use all commercially reasonable efforts to obtain such consents that become necessary therefor in the future; and

(ii) comply with all applicable laws, regulations and orders in all material respects to which it may be subject if failure to do so would materially impair its ability to perform its obligations under this Agreement.

17. Observation Rights.

The Issuer covenants and agrees to notify timely the Investment Manager of each meeting of the Board of Directors, to provide timely any materials distributed to the Board of Directors in connection with such meeting and to afford a representative of the Investment Manager the opportunity to be present at each such meeting, in person or by telephone at the option of the Investment Manager.

18. Notices.

Unless expressly provided otherwise herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (including by facsimile or (in the case of Moody's only) e-mail) and shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, or, in the case of facsimile or e-mail notice, when received in legible form, addressed as set forth below:

(a) If to the Issuer:

Saratoga Investment Corp. CLO 2013-1, Ltd.
c/o MaplesFS Limited
PO Box 1093, Boundary Hall
Cricket Square
Grand Cayman KY1-1102
Cayman Islands
Telephone: (345) 945-7099
Facsimile: (345) 945-7100
Attention: Directors

with a copy to:

Maples and Calder
PO Box 309, Ugland House
Grand Cayman KY1-1104
Cayman Islands
Telephone: (345) 949-8066
Facsimile: (345) 949-8080
Attention: Directors

(b) If to the Investment Manager:

Saratoga Investment Corp.
535 Madison Avenue, 4th Floor
New York, New York 10022
Facsimile: (212) 884-6184
Attention: Thomas Inglesby

With a simultaneous copy to:

Saratoga Investment Advisors, LLC
535 Madison Avenue, 4th Floor
New York, New York 10022
Facsimile: (212) 884-6184
Attention: Henri Steenkamp, Chief Financial Officer

(c) If to the Trustee, the Collateral Administrator, or the Intermediary:

U.S. Bank National Association
214 North Tryon Street 26th Floor
Charlotte, North Carolina 28202
Telephone: (704) 335-4600
Facsimile: (704) 335-4678
Attention: CDO Trust Services – Saratoga Investment Corp.
CLO 2013-1, Ltd.

(d) If to Moody's:

Moody's Investors Service
7 World Trade Center at 250 Greenwich Street
New York, New York 10007
Attention: CLO Monitoring – Saratoga Investment Corp.
CLO 2013-1, Ltd.
E-mail: cdomonitoring@moodys.com

(e) If to Noteholders:

At their respective addresses set forth on the Register.

Any party may alter the address or facsimile number to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 18 for the giving of notice.

19. Amendment to this Agreement.

(a) No provision of this Agreement may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the amendment, waiver, discharge or termination is sought.

(b) This Agreement may not be modified or amended (except as provided in Section 31(b) hereof) other than in writing by the parties hereto and (i) with the consent of the Noteholders (or relevant portion thereof) or without such consent, in each case, that would be sufficient to meet the consent requirements (if any) for a modification or amendment made to the Indenture for substantially the same purpose as the proposed modification or amendment to this Agreement or for a purpose as to which the proposed modification or amendment to this Agreement is a necessary or incidental conforming change, (ii) with the consent of the External Investment Adviser to the extent that any Section of which it is a third party beneficiary is affected and (iii) with the satisfaction of the Global Rating Agency Condition (or waiver thereof by any affected Classes) with respect to such modification or amendment.

20. Binding Nature of Agreement; Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns as provided herein.

21. Entire Agreement.

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

22. Conflict with the Indenture.

In the event that this Agreement requires any action to be taken with respect to any matter and the Indenture requires that a different action be taken with respect to such matter, and such actions are mutually exclusive, the provisions of the Indenture in respect thereof shall control.

23. Priority of Payments; Non-Recourse; Non-Petition.

The Investment Manager agrees that the payment of all amounts to which it is entitled, after the 2021 Refinancing Date, pursuant to this Agreement shall be subject to the Priority of Payments and shall be payable only to the extent funds are available in accordance with the Priority of Payments.

Notwithstanding any other provision of this Agreement and except as provided in the preceding paragraph, the liability of the Issuer to the Investment Manager hereunder is limited in recourse to the Collateral, and if the proceeds of the Collateral following the liquidation thereof, when applied in accordance with the Priority of Payments, are insufficient to meet the obligations of the Issuer hereunder in full, the Issuer shall have no further liability in respect of any such outstanding obligations, and such obligations and all claims of the Investment Manager or any other Person against the Issuer hereunder shall thereupon extinguish and not thereafter revive.

The Investment Manager accepts that the obligations of the Issuer hereunder are the corporate obligations of the Issuer and are not the obligations of any employee, shareholder, officer, director or administrator of the Issuer and no action may be taken against any such person in relation to the obligations of the Issuer hereunder.

Notwithstanding any other provision of this Agreement, the Investment Manager agrees not to institute against, or join any other Person in instituting against, either of the Co-Issuers any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, or other proceedings under Cayman Islands bankruptcy laws, United States federal or state bankruptcy laws, or similar laws of any jurisdiction until at least one year and one day or the then applicable, if longer, preference period plus one day after the payment in full of all amounts payable in respect of the Notes; provided, however, that nothing in this provision shall preclude, or be deemed to estop, the Investment Manager (A) from taking any action prior to the expiration of the aforementioned one year and one day period (or, if longer, the applicable preference period then in effect plus one day) in (x) any case or proceeding voluntarily filed or commenced by the Issuer or the Co-Issuer, as the case may be, or (y) any involuntary insolvency proceeding filed or commenced against the Issuer or the Co-Issuer, as the case may be, by a Person other than the Investment Manager, the External Investment Adviser or any of their respective Affiliates, or (B) from commencing against the Issuer or the Co-Issuer or any properties of the Issuer or the Co-Issuer any legal action which is not a bankruptcy, reorganization, arrangement, insolvency, moratorium, liquidation or similar proceeding.

Each of the Investment Manager and Issuer hereby consents to the assignment of this Agreement as provided in Section 15.1 of the Indenture.

The Issuer hereby acknowledges and agrees that the Investment Manager's obligations hereunder shall be solely the corporate obligations of the Investment Manager, and the Issuer shall not have any recourse hereunder to the External Investment Adviser or any other Investment Manager Affiliates with respect to any claims, losses, damages, liabilities, indemnities or other obligations hereunder.

The provisions of this Section 23 shall survive termination of this Agreement for any reason whatsoever.

24. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

25. Indulgences Not Waivers.

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

26. Section Headings Not to Affect Interpretation.

The section headings contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation hereof.

27. Execution in Counterparts.

This Agreement may be executed in any number of counterparts by facsimile, email (in portable document format (.pdf)) or other written form of communication, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

28. Provisions Severable.

The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

29. Number and Gender.

Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

30. Submission to Jurisdiction: Service of Process; Waiver of Jury Trial Right.

THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND SUCH PARTIES HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THAT THEY MAY LEGALLY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY ACTION OR PROCEEDING BY THE MAILING OR DELIVERY OF COPIES OF SUCH PROCESS TO EACH SUCH PARTY AT THE ADDRESS SPECIFIED IN SECTION 18. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.

31. Certain Tax Matters.

(a) Notwithstanding anything to the contrary contained herein, the Investment Manager shall use commercially reasonable efforts to ensure that the Issuer does not acquire or own any asset, conduct any activity or take any action unless the acquisition or ownership of such asset, the conduct of such activity or the taking of such action, as the case may be, would not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. The requirements of this Section 31(a) shall be deemed to be satisfied if the requirements of Section 31(b) are satisfied, so long as the Investment Manager does not have actual knowledge that there has been a change in U.S. federal income tax law or the interpretation thereof that could cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes notwithstanding the satisfaction of such requirements.

(b) In furtherance and not in limitation of Section 31(a), notwithstanding anything to the contrary contained herein, the Investment Manager shall use commercially reasonable efforts to ensure that the Issuer complies with all of the provisions of the Tax Guidelines unless, with respect to a particular transaction, the Issuer, the Investment Manager and the Trustee have received advice of DLA Piper LLP (US) or Winston & Strawn LLP, or a written opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, to the effect that the Issuer's contemplated activities will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. The Tax Guidelines may be waived, amended, eliminated, modified or supplemented if the Issuer, the Investment Manager and the Trustee have received advice of DLA Piper LLP (US) or Winston & Strawn LLP, or a written opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, to the effect that the activities of the Issuer in conformance with the Tax Guidelines as so waived, amended, eliminated, modified or supplemented would not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes.

32. Hedge Agreements.

Notwithstanding any provision herein, if any supplemental indenture permits the Issuer to enter into a Synthetic Security or other hedge, swap or derivative transaction, the Investment Manager shall not cause the Issuer to enter into a hedge agreement that would cause the Issuer to be considered a "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act, as amended unless (A) the Investment Manager would be the "commodity pool operator" and "commodity trading advisor" and (B) with respect to the Issuer as the commodity pool, the Investment Manager would be eligible for an exemption from registration as a commodity pool operator and commodity trading advisor and all conditions for obtaining the exemption have been satisfied.

33. Advisers Act Disclosure.

The Investment Manager and the External Investment Adviser are exempt from the delivery requirements relating to Part II of the Form ADV under Rule 204-3 under the Advisers Act. For so long as the External Investment Adviser's form of organization remains a limited partnership, the External Investment Adviser hereby undertakes to promptly notify the Issuer of any change in the identity of its general partner.

34. Third Party Beneficiaries

The Investment Manager and the Issuer agree that the External Investment Adviser is an intended third party beneficiary of this Agreement and that the Trustee and the Subordinated Note Paying Agent are intended third party beneficiaries of Sections 16(b)(iii) and 16(b)(iv).

35. Restricted Manager Event

A "Restricted Manager Event" means an event that will occur if, and for so long as either of the following situations occur and are continuing: (i) no Key Man is employed by the Investment Manager (or any affiliated entity providing management services to the Investment Manager) or (ii) the Investment Manager's agreement with any Third Party Research Provider has terminated for a period of 90 consecutive days and the Investment Manager has neither (A) hired and retained in its employment at least two additional credit analysts (compared against the number of credit analysts employed by the Investment Manager on the Closing Date), nor (B) entered into a replacement agreement with a Third Party Research Provider.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (as a deed in the case of the Issuer) as of the date first written above.

SARATOGA INVESTMENT CORP.

By: Saratoga Investment Advisors, LLC,
its Investment Advisor

By: /s/ Henri Steenkamp
Name: Henri Steenkamp
Title: Chief Financial Officer

SARATOGA INVESTMENT CORP. CLO 2013-1, LTD.

By: /s/ Stacy Bodden
Name: Stacy Bodden
Title: Director

Exhibit A

Tax Guidelines

When acquiring a Collateral Obligation (including a Synthetic Security), the Issuer and the Investment Manager acting on behalf of the Issuer shall comply with each of the applicable provisions of this Exhibit A. References in this Exhibit A to "Collateral Obligation" shall include and refer to the reference obligation in the case of any Synthetic Security to be acquired by the Issuer. Capitalized terms used but not defined herein have the meanings assigned to them in the Amended and Restated Investment Management Agreement.

1. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall (i) engage in any origination, underwriting, sales or placement services in connection with any Collateral Obligation, or (ii) sign at the original legal document closing as an initial signatory any credit or other lending agreement. Collateral Obligations shall only be acquired by the Issuer by assignment or participation. For the avoidance of doubt, for purposes of this Section 1: (a) the acquisition of a Collateral Obligation in any manner permitted by Section 10 hereof shall not be treated as the origination or underwriting of such Collateral Obligation, and (b) the activities otherwise expressly permitted by this Exhibit A shall not be treated as the origination or underwriting of a Collateral Obligation.

2. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall lend or advance funds to the obligor of any Collateral Obligation, or any other person, in connection with the original legal document closing and initial funding of such Collateral Obligation (except with respect to an advance pursuant to a Future Advance Facility (as defined in Section 11 below)). For the avoidance of doubt, for purposes of this Exhibit A the reference to "original legal document closing" for a Collateral Obligation refers to the initial closing, as opposed to a Loan Amendment (as defined in Section 13 below).

3. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall cause the Issuer to hold itself out as a broker or dealer or as being willing to enter into either side of, or to offer to enter into, assume, offset, assign or otherwise terminate positions in, (i) interest rate, currency, equity, or commodity swaps or caps or (ii) derivative financial instruments (including, without limitation, options, forward contracts, short positions, and similar instruments) in any commodity, currency, share of stock, partnership or trust, note, bond, debenture or other evidence of indebtedness, swap or cap, in each case other than for the Issuer's own account.

4. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall take any action that, to its knowledge, would cause the Issuer to be required to register as or become subject to regulatory supervision or other legal requirements under the laws of the United States or any other country or political subdivision thereof as a bank, insurance company or finance company.

5. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall take any action that, to its knowledge, would cause the Issuer to be treated as a bank, insurance company or finance company for purposes of (i) any United States or non-United States tax, securities law, or other filing or submission made to any governmental authority, (ii) any application made to a rating agency, or (iii) qualifying for any exemption from United States or non-United States tax, securities law or any other legal requirements.

6. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall cause the Issuer to hold itself out to the public as a bank, insurance company or finance company.

7. Neither the Issuer nor the Investment Manager (or any Affiliate) acting on behalf of the Issuer shall cause the Issuer to buy any security in order to earn a dealer spread or dealer mark-up over its cost or to hold itself out to the public, through advertising or otherwise, as originating loans, lending funds, or making a market in loans or other assets. Without limiting the foregoing, the Issuer shall not acquire or commit to acquire any Collateral Obligation if, at the time of the acquisition or commitment, there was, in the reasonable determination of the Investment Manager, a materially greater likelihood, compared to debt obligations that cash-flow collateralized debt obligation issuers customarily purchase for investment and expect to hold to maturity, that the terms of the Collateral Obligation would, pursuant to a workout or other negotiation, subsequently be amended or modified in a transaction which would cause the Issuer to be treated for U.S. federal income tax purposes as having acquired the Collateral Obligation primarily for purposes of sale in the ordinary course of a trade or business.

8. The Issuer (or the Investment Manager or any Affiliate acting on behalf of the Issuer) shall not earn or receive from any person any premium, fee, commission or other compensation for services performed by or on behalf of the Issuer, however denominated, attributable to any services in connection with the negotiation, structuring, marketing, underwriting, or placement of a Collateral Obligation (collectively, "Service Fees"). Notwithstanding the preceding sentence, the Issuer may purchase or commit to purchase a Collateral Obligation at a discount from its principal or face amount if the Investment Manager or the Issuer has determined that the price of such Collateral Obligation reflects fair market value for such Collateral Obligation based solely on market conditions and the condition of the issuer or obligor of such Collateral Obligation at the time the Issuer purchases or commits to purchase such Collateral Obligation. For avoidance of doubt, for purposes of this Section 8, amendment fees, waiver fees, consent fees and prepayment fees that the Investment Manager has determined are customary for Collateral Obligations of the type permitted to be purchased by the Issuer, and fees of the type referred to below in Section 10(iv)(d), will not be treated as Service Fees.

9. The Issuer and the Investment Manager (and any Affiliate) acting on behalf of the Issuer shall not have any discussions with any obligor of a Collateral Obligation that might reasonably be expected to result in any agreement, arrangement or commitment of the Issuer to purchase such Collateral Obligation prior to the original legal document closing and initial funding (except with respect to an advance pursuant to a Future Advance Facility) of such Collateral Obligation, except that the Issuer and the Investment Manager (and any Affiliate) acting on behalf of the Issuer may undertake customary due diligence communications with an obligor of a Collateral Obligation either (i) after all of the material terms of such Collateral Obligation are fixed and binding, or (ii) at any time, to the extent such communications relate solely to the Issuer's or Investment Manager's decision to acquire such Collateral Obligation and do not involve structuring or negotiating the terms of such Collateral Obligation.

10. The Investment Manager (or any Affiliate) acting on behalf of the Issuer shall not cause the Issuer to acquire a Collateral Obligation unless it (or, if the Collateral Obligation is a certificate of beneficial interest or an equity interest in an entity that is treated as a grantor trust, disregarded entity or partnership, and not as a REMIC, for U.S. federal income tax purposes, each of the debt instruments or securities held by such entity) is described in at least one of the following six subsections:

(i) Publicly Offered. The Collateral Obligation was issued pursuant to an effective registration statement under the Securities Act, in a firm commitment underwriting for which neither the Investment Manager nor an Affiliate thereof served as underwriter.

(ii) Private Placement. It is a privately placed Collateral Obligation eligible for resale under Rule 144A or Regulation S, and

(a) it was originally issued pursuant to an offering memorandum, private placement memorandum or similar offering document for which neither the Investment Manager nor any Affiliate served as placement agent;

(b) the Issuer, the Investment Manager, the Affiliates of the Investment Manager, and accounts and funds managed or controlled by the Investment Manager or any of its Affiliates (1) did not at original issuance acquire either (A) 50% or more of the aggregate principal amount of the class of obligations that includes such Collateral Obligation or (B) 50% or more of the aggregate principal amount of any other class of obligations or securities offered by the issuer in the offering and any related offering, and (2) did not at original issuance acquire 33% or more of the aggregate principal amount of all classes of obligations or securities offered by the issuer in the offering and any related offering, *provided* in each case that any acquisition by an Affiliate of the Investment Manager or any account or fund managed by an Affiliate of the Investment Manager shall be included only if the Investment Manager or any of its employees or agents knew or had reason to know of such acquisition; and

(c) the Issuer, the Investment Manager and any Affiliate of the Investment Manager did not participate in negotiating, arranging or structuring the terms or marketing of the Collateral Obligation, except (1) to the extent such participation consisted of an election by the Issuer, the Investment Manager or an Affiliate of the Investment Manager to tranche the subordinate classes of securities of an issue in the form of one of the structuring options offered by the issuer of the securities, or (2) for the purposes of (A) commenting on offering documents to an unrelated underwriter or placement agent when the ability to comment on such documents was generally available to investors or (B) due diligence of the kind customarily performed by investors in securities.

(iii) Secondary Market Purchase. The Collateral Obligation is not purchased by the Issuer (or by the Investment Manager on behalf of the Issuer) (a) directly from the obligor of the Collateral Obligation, (b) pursuant to a Forward Purchase Commitment (as defined below) subject to Section 10(iv), or (c) from the Investment Manager or any Affiliate of the Investment Manager, or any account or fund managed or controlled by the Investment Manager or any of its Affiliates, if (1) Section 10(v) applies (pertaining to Affiliate Investments, as defined below) or (2) the Investment Manager or any such Affiliate, account or fund purchased the Collateral Obligation in a manner described in either of clauses (a) or (b).

(iv) Forward Purchase Commitment. If a commitment, arrangement or other understanding is made to purchase a Collateral Obligation from a seller (a "Selling Institution") either before or contemporaneously with completion of the original legal document closing and initial funding (except with respect to an advance pursuant to a Future Advance Facility) of the Collateral Obligation, or either before or contemporaneously with the significant modification (within the meaning of Treasury Regulations Section 1.1001-3) of the Collateral Obligation, such commitment, arrangement or other understanding shall only be made pursuant to a forward sale agreement at an agreed price (a "Forward Purchase Commitment") and shall be subject to satisfaction of the following conditions:

(a) No Forward Purchase Commitment with a Selling Institution may be made prior to or contemporaneously with the final negotiation of all material terms and conditions of the Collateral Obligation and the Selling Institution becoming legally committed (subject to standard terms and conditions), and reasonably expected to be able, to purchase and fund or acquire the Collateral Obligation or to syndicate such Collateral Obligation.

(b) In the process of making or negotiating to make a Forward Purchase Commitment, the Issuer shall not (nor shall the Investment Manager or any Affiliate on the Issuer's behalf) negotiate with respect to any material term of the Collateral Obligation to which the Forward Purchase Commitment relates, *provided, however*, that the Issuer (and the Investment Manager or any Affiliate on the Issuer's behalf) is not prevented from negotiating with the Selling Institution with respect to the terms of the Forward Purchase Commitment, including the price at which the Issuer shall acquire the Collateral Obligation.

(c) The Issuer's obligation under the Forward Purchase Commitment shall be subject to a material condition the satisfaction of which is determined in the judgment or discretion of the Issuer (or the Investment Manager or any Affiliate on the Issuer's behalf), including for example, that the final legal documentation is satisfactory.

(d) In the event of any delayed, reduced or eliminated funding of a Collateral Obligation to which a Forward Purchase Commitment relates, the Issuer shall not receive any premium, fee, or other compensation in connection with having entered into the Forward Purchase Commitment, other than commitment fees or fees in the nature of commitment fees that are customarily paid in connection with such delays, reductions or eliminations of funding of Collateral Obligations of the type permitted to be purchased by the Issuer.

(e) The Issuer shall not close any purchase of a Collateral Obligation subject to a Forward Purchase Commitment earlier than (1) the date of the original legal document closing and initial funding (except with respect to an advance pursuant to a Future Advance Facility) of such Collateral Obligation, or (2) the date of significant modification of such Collateral Obligation.

(f) The Issuer will have no contractual relationship with the obligor with respect to the Collateral Obligation until it actually closes the purchase of the Collateral Obligation subject to a Forward Purchase Commitment.

(g) To the knowledge of the Investment Manager, the Selling Institution regularly acquires obligations of the same type as the related Collateral Obligation for its own account.

(h) On the original legal document closing date of the Collateral Obligation, the credit or lending agreement or other applicable documents will not list the Issuer as a "lender" or otherwise as a party to the issuance of the Collateral Obligation.

(i) The Selling Institution shall not be described as the Issuer's agent in making or committing to make the Collateral Obligation to which the Forward Purchase Commitment relates.

(j) Except for a Future Advance Facility subject to the requirements of Section 11 hereof, the Issuer shall not be bound to fund a Collateral Obligation directly with the obligor thereof.

(k) The Issuer shall not (nor shall the Investment Manager or any Affiliate on the Issuer's behalf) acquire any Collateral Obligation from the Investment Manager or an Affiliate thereof pursuant to a Forward Purchase Commitment entered into with the Investment Manager or an Affiliate thereof.

(l) No more than 50% of a Collateral Obligation can be acquired by the Issuer pursuant to a Forward Purchase Commitment.

(m) If the Collateral Obligation to be acquired pursuant to the Forward Purchase Commitment is a Revolving Collateral Obligation, (1) such Collateral Obligation must be acquired as part of a credit facility that includes a substantial term loan and is being acquired in connection with the acquisition of such term loan with the intent to hold both parts indefinitely, or (2) one or more advances at least equal to 10% of the maximum amount of the Revolving Collateral Obligation have already been made and are outstanding at the time of the Issuer's purchase or, if earlier, commitment to purchase, such Collateral Obligation.

(n) The Issuer's purchase price was fixed at the time the Forward Purchase Commitment was made.

(v) Affiliate Investments. If the Issuer or the Investment Manager (or any Affiliate) participated in the initial funding, or in the negotiation or structuring of any of the material economic terms, of the Collateral Obligation (an "Affiliate Investment"), the Issuer can purchase the Affiliate Investment from the Investment Manager (or any Affiliate) only if (I) the Affiliate Investment was originated before the Issuer issued any notes, shares, or other securities, and the Investment Manager (or its Affiliate) did not negotiate the terms of the Affiliate Investment in reliance on a transfer of all or a portion of such Affiliate Investment to the Issuer, or (II) all of the following requirements are satisfied:

(a) The seller (1) regularly acquires investments of the same type as the Affiliate Investment for its own account, (2) could have held the Affiliate Investment for its own account consistent with its investment policies, (3) has not committed, verbally or in writing, the Affiliate Investment as for sale to the Issuer (and the Issuer has not committed, verbally or in writing, to buy such Affiliate Investment from the seller) within 30 days of the issuance of the Affiliate Investment, and (4) held the Affiliate Investment for at least 30 days.

(b) At least one individual acting on behalf of the Issuer or the Investment Manager in connection with the decision to purchase the Affiliate Investment was not involved in the process of origination of the purchased Affiliate Investment (including, without limitation, any overall supervision of the personnel engaged generally in origination activities), and such individual or individuals have the right to approve or disapprove of the purchase of the Affiliate Investment.

(c) Either (1) a material amount of the Affiliate Investment is (A) sold to unaffiliated secondary market purchasers in a transaction prior to or contemporaneous with, and on terms substantially corresponding to, the sale to the Issuer, or (B) retained by the Investment Manager or an Affiliate of the Investment Manager and the acquisition price paid by the Issuer for the Affiliate Investment is consistent with the price that would be paid by an unaffiliated secondary market purchaser of the Affiliate Investment in an arm's length transaction, or (2) the Investment Manager obtains the Issuer's written consent to the purchase of the Affiliate Investment through an independent review party (or other permitted method) for purposes of Section 206(3) of the Investment Advisers Act of 1940, as amended.

(vi) Pass-Through Vehicle. It is the sole material obligation of a repackaging vehicle formed and operated exclusively to hold a single Collateral Obligation described in at least one of subsections (i), (ii), (iii), (iv) or (v) of this Section 10, which vehicle may also hold a derivative financial instrument or guarantee designed solely to offset one or more terms of such Collateral Obligation.

11. Any Delayed Drawdown Collateral Obligation or a Revolving Collateral Obligation that would require the Issuer to make future advances or payments to the obligor or issuer (a "Future Advance Facility") acquired by the Issuer shall satisfy each of the following requirements: (i) not more than 20% of the aggregate Collateral Obligations held by the Issuer at the time it acquires or, if earlier, commits to acquire, such Future Advance Facility shall consist of Future Advance Facilities (measured by the maximum amount that could be required to be advanced under such Future Advance Facilities); (ii) all of the terms of any advance required to be made by the Issuer under the Future Advance Facility are fixed as of the date of the Issuer's purchase or, if earlier, commitment to purchase, such Future Advance Facility (or will be determinable under a formula that is fixed as of such date); and (iii) the Issuer does not have any discretion (except for consenting or withholding consent to a Loan Amendment in accordance with Section 13) as to whether to make advances under such Future Advance Facility.

12. The Investment Manager (or any Affiliate) acting on behalf of the Issuer shall only acquire a Collateral Obligation if it has determined that for United States federal income tax purposes the Collateral Obligation is described in at least one of the following clauses: (i) the asset is debt, (ii) the only obligors are corporations for United States federal income tax purposes, (iii) no obligor is engaged in a trade or business within the United States, or (iv) the obligor is a grantor trust all assets of which are (a) obligations or securities that the Issuer could have acquired directly, (b) regular interests in an entity that is a REMIC within the meaning of the Code, or (c) interest rate swaps, caps or other notional principal contracts (within the meaning of United States Treasury Regulations) designed to hedge interest rate risk with respect to the other assets of the obligor or issuer. For purposes of determining whether any criterion in this Section 12 is satisfied, the Investment Manager may rely on a tax opinion included in (or stated to have been issued by) the offering documents pursuant to which the Collateral Obligation was issued to the effect that such criterion will be satisfied, provided that no change that would have a material adverse effect on satisfaction of such criterion has, to the knowledge of the Investment Manager, occurred in the terms of the Collateral Obligation or the activities or any of the organizational documents of the issuer, as applicable, before the date the Issuer acquires or, if earlier, commits to acquire, such Collateral Obligation.

13. Subject to the terms of Section 7 hereof, in the event the Issuer owns an interest in a Collateral Obligation the terms of which are subsequently amended, waived or modified or which is subsequently exchanged for a new loan (or other securities) of the issuer of the Collateral Obligation (collectively, a "Loan Amendment"), such Loan Amendment will not be treated as the acquisition of an interest in a new Collateral Obligation for purposes of this Exhibit A (including, without limitation, Section 10(iv) hereof) and shall otherwise be permissible hereunder, *provided* that (i) the Issuer does not, directly or indirectly (through the Investment Manager or otherwise), seek the Loan Amendment, and (ii) there is not a purchase of an additional principal amount of such Collateral Obligation by the Issuer (unless such purchase is made in compliance with the provisions of this Exhibit A applicable to the purchase of a new Collateral Obligation).

14. The Issuer shall not acquire Synthetic Securities from any seller other than a dealer in such investments that regularly offers to enter into, assume, offset, assign or otherwise terminate positions in derivatives with customers in the ordinary course of such seller's trade or business.

Notwithstanding the foregoing, the Issuer and the Investment Manager shall be deemed to have complied with all of the provisions set forth in this Exhibit A if, with respect to a particular transaction, the Issuer (or the Investment Manager on the Issuer's behalf) has received advice of Winston & Strawn LLP (including by email), or the opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, to the effect that the acquisition of such Collateral Obligation (or otherwise participating in such transaction) will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes.

Exhibit 10.2

EXECUTION VERSION

AMENDED AND RESTATED COLLATERAL ADMINISTRATION AGREEMENT

THIS AMENDED AND RESTATED COLLATERAL ADMINISTRATION AGREEMENT, dated as of February 26, 2021 (as amended, modified or supplemented from time to time, the "**Agreement**"), by and among SARATOGA INVESTMENT CORP. CLO 2013-1, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Issuer**"), SARATOGA INVESTMENT CORP., a Maryland corporation (the "**Investment Manager**" and its permitted successors and assigns), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral administrator (in such capacity, the "**Collateral Administrator**" and its permitted successors and assigns). This Agreement amends, restates and supersedes in its entirety that certain Collateral Administration Agreement, dated as of October 17, 2013, by and among the Issuer, Investment Manager and the Collateral Administrator.

WITNESSETH:

WHEREAS, the Issuer, together with Saratoga Investment Corp. CLO 2013-1, Inc., as co-issuer (the "**Co-Issuer**"), intends to issue the Class A-1-R-3 Notes, Class A-2-R-3 Notes, Class B-FL-R-3 Notes, Class B-FXD-R-3 Notes, Class C-FL-R-3 Notes, Class C-FXD-R-3 Notes and Class D-R-3 Notes (collectively, the "**Co-Issued Notes**") and the Issuer intends to issue the Class E-R-3 Notes (together with the Co-Issued Notes, the "**Rated Notes**") and the Class F-R-3 Notes (together with the Rated Notes, the "**Secured Notes**") and the Issuer has issued the Subordinated Notes (together with the Secured Notes, the "**Notes**");

WHEREAS, the Secured Notes will be secured by certain Assets, as more particularly set forth in the Amended and Restated Indenture, dated as of the date hereof (amending and restating the Amended and Restated Indenture, dated as of December 14, 2018, which amended and restated the Amended and Restated Indenture, dated as of November 15, 2016, which amended and restated the Indenture, dated as of October 17, 2013, and as may be further amended, modified or supplemented from time to time, the "**Indenture**"), by and among the Issuer, the Co-Issuer and U.S. Bank National Association, as trustee (in such capacity, the "**Trustee**");

WHEREAS, pursuant to the Indenture, the Issuer has pledged the Assets as security and for the benefit of the Secured Parties;

WHEREAS, the Investment Manager and the Issuer have entered into a certain Amended and Restated Investment Management Agreement, dated as of the date hereof (as may be further amended, modified or supplemented from time to time, the "**Investment Management Agreement**"), pursuant to which the Investment Manager has agreed to provide certain services relating to the matters contemplated by the Indenture and the other transaction documents (collectively, the "**Transaction Documents**");

WHEREAS, the Issuer is required to perform certain duties in connection with the Notes and the Assets pursuant to the Indenture and desires to have the Collateral Administrator perform such duties and to provide such additional services consistent with the terms of this Agreement and the Indenture; and

WHEREAS, the Collateral Administrator has the capacity to provide the services required hereby and is willing to perform such services for the Issuer on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions and Capitalized Terms.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture.

Section 2. Duties of the Collateral Administrator.

(a) The Issuer hereby appoints U.S. Bank National Association as, and U.S. Bank National Association hereby accepts the appointment to act as, Collateral Administrator pursuant to the terms of this Agreement, until the earlier of (i) its resignation or removal as Collateral Administrator pursuant to Section 9 hereof and (ii) the termination of this Agreement pursuant to Section 8 hereof. In such capacity, the Collateral Administrator shall assist the Issuer and the Investment Manager in connection with monitoring the Assets on an ongoing basis as provided herein and provide to the Issuer and the Investment Manager and certain other parties as specified in the Indenture, certain reports, schedules and calculations, all as more particularly described in Section 2(b) hereof (in each case in such form and content, and in such greater detail, as may be mutually agreed upon by the parties hereto from time to time and as may be required by the Indenture), based upon information and data received from the Issuer, the Investment Manager, or the Trustee, which reports, schedules and calculations the Issuer or the Collateral Administrator is required to prepare and deliver (or which are necessary in order that certain reports, schedules and calculations can be prepared, delivered or performed as required) under the Indenture. The Collateral Administrator's duties and authority hereunder are limited to the duties and authority specifically set forth in this Agreement. By entering into, or performing its duties under this Agreement, the Collateral Administrator shall not be deemed to assume any obligations or liabilities of the Issuer under the Indenture or any other transaction documents related thereto, or of the Investment Manager under the Investment Management Agreement, and nothing herein contained shall be deemed to release, terminate, discharge, limit, reduce, diminish, modify, amend or otherwise alter in any respect the duties, obligations or liabilities of the Issuer under or pursuant to the Indenture or any other transaction documents related thereto or of the Investment Manager under or pursuant to the Investment Management Agreement.

(b) The Collateral Administrator shall perform the following functions from time to time:

(i) create an asset database of certain characteristics (to the extent required for the performance of its obligations hereunder, and otherwise as reasonably agreed to between the Collateral Administrator and the Investment Manager or the Issuer) of the Assets credited from time to time to the Accounts (the "**Asset Database**");

(ii) update, in a timely fashion, the Asset Database to reflect rating changes by the Rating Agencies, purchases, sales, acquisitions, replacements, substitutions or other dispositions of Assets, in each case such information regarding purchases, sales, acquisitions, replacements, substitutions or other dispositions being based upon information furnished to the Collateral Administrator by the Issuer or the Investment Manager or as may be reasonably required by the Collateral Administrator from time to time;

(iii) provide the Issuer and the Investment Manager with access to the information in the Asset Database in electronic format, the format and scope of such information to be reasonably agreed to by the Issuer or the Investment Manager and the Collateral Administrator;

(iv) prepare and make available to the parties required under the Indenture each of the Monthly Reports that are required to be provided pursuant to Section 10.7(a) of the Indenture and the Distribution Report that is required to be provided pursuant to Section 10.7(b) of the Indenture, in each case by the time specified in the Indenture and on the basis of the information contained in the Asset Database or as provided to the Collateral Administrator by the Issuer, the Trustee or the Investment Manager;

(v) notify the Investment Manager upon receiving any documents, legal opinions or any other information including, without limitation, any notices, reports, requests for waiver, consent requests or any other requests relating to corporate actions affecting the Assets;

(vi) assist the Issuer in providing the Independent certified public accountants with information in the possession of the Collateral Administrator needed for the preparation of the reports by such accountants required under Section 10.9 of the Indenture, by providing them with access to the information contained in the Asset Database;

(vii) assist the Issuer and/or the Investment Manager in providing the Rating Agencies with such additional information in the possession of the Collateral Administrator as may be reasonably requested by the Rating Agencies under Section 10.10 of the Indenture;

(viii) provide the Investment Manager with such other information as may be reasonably requested by the Investment Manager and in the possession of the Collateral Administrator; and

(ix) perform the duties of Information Agent pursuant to Section 2A hereof.

(c) The Issuer and the Investment Manager shall cooperate with the Collateral Administrator in connection with the matters described herein, including calculations relating to the Monthly Reports and the Distribution Reports or as otherwise reasonably requested hereunder. Without limiting the generality of the foregoing, the Investment Manager shall supply in a timely fashion any determinations, designations, classifications or selections relating to a Collateral Obligation, including in connection with the acquisition or disposition thereof, and any information maintained by it, including Weighted Average Lives for purposes of calculating the Weighted Average Life Test, that (in each of the foregoing cases) the Collateral Administrator may from time to time reasonably request with respect to the Assets and reasonably needed to complete the reports required to be prepared by the Collateral Administrator hereunder or reasonably required to permit the Collateral Administrator to perform its obligations hereunder.

(d) Subject to Section 4(a) hereof, the Collateral Administrator shall deliver a draft of each such Monthly Report and Distribution Report to the Investment Manager on the Business Day immediately preceding the day on which such Monthly Report or Distribution Report or is to be provided by the Issuer (or, if delivery on such Business Day is not reasonably practicable, such later time as reasonably practicable). The Investment Manager shall review and verify the contents of the aforesaid reports, and shall thereafter approve the posting or other distribution of such reports on behalf of the Issuer. To the extent any of the information in such reports or statements conflicts with information, data or calculations in the records of the Investment Manager, the Investment Manager shall notify the Collateral Administrator of such discrepancy and use reasonable efforts to assist the Collateral Administrator in reconciling such discrepancy. Upon reasonable request by the Collateral Administrator, the Investment Manager further agrees to provide to the Collateral Administrator from time to time during the term of this Agreement, on a timely basis, any information in its possession relating to the Assets and any proposed purchases, sales or other dispositions thereof as to enable the Collateral Administrator to perform its duties hereunder.

(e) If, in performing its duties under this Agreement, the Collateral Administrator (including, for the avoidance of doubt, in its capacity as Calculation Agent) is required to decide between alternative courses of action (including the methodology to be applied in connection with a Benchmark Replacement Rate), the Collateral Administrator may request written instructions (or verbal instructions, followed by written confirmation) from the Issuer or the Investment Manager or Designated Transaction Representative, as applicable, acting on behalf of the Issuer as to the course of action desired by it. If the Collateral Administrator does not receive such instructions within two Business Days after it has requested them, the Collateral Administrator may, but shall be under no duty to, take or refrain from taking any such courses of action; provided that the Collateral Administrator as promptly as possible notifies the Investment Manager and the Issuer and, if applicable, the Designated Transaction Representative, which course of action, if any (or refrainment from taking any course of action), it has decided to take or refrain from taking. The Collateral Administrator shall act in accordance with instructions received after such two Business Day period except (so long as it has provided the notice set forth in the prior sentence) to the extent it has already taken, or committed itself to take, action inconsistent with such instructions.

(f) The Collateral Administrator understands that the Issuer will, pursuant to the Indenture, pledge to the Trustee, for the benefit and on behalf of the Secured Parties, all of its right, title and interest in, to and under this Agreement. The Collateral Administrator consents to such assignment and agrees that such pledge shall not release or limit its liabilities, obligations and duties hereunder and it shall perform any provisions of the Indenture applicable to it. The Collateral Administrator agrees that the Trustee shall be entitled to all of the Issuer's rights and benefits hereunder but shall not by reason of such pledge have any obligation to perform the Issuer's obligations hereunder, although it shall have the right to do so.

(g) In accordance with Section 7.16 of the Indenture, the Issuer hereby appoints the Collateral Administrator to act, and the Collateral Administrator hereby accepts and agrees to act in accordance with such appointment, as Calculation Agent in accordance with the terms of the Indenture. The Calculation Agent shall be afforded the same rights, protections, immunities and indemnities that are afforded to the Trustee under the Indenture; provided, however, that the foregoing shall not be construed to impose upon the Calculation Agent any of the duties or standards of care (including without limitation any duties of a prudent person) of the Trustee.

(h) To the extent that the Collateral Administrator provides any notice, report or other information to a Rating Agency pursuant to this Agreement for purposes of a Rating Agency's credit rating surveillance of the Rated Notes, the Collateral Administrator shall provide a copy of such notice, report or other information to the Information Agent in accordance with Section 2A for posting to the Issuer's Website.

Section 2A. Information Agent.

(a) In accordance with Section 14.4 of the Indenture, the Issuer hereby appoints the Collateral Administrator to act as the Information Agent and the Collateral Administrator hereby accepts such appointment. The parties hereto agree that any information required to be provided to the Information Agent under the Indenture or hereunder ("**Rule 17g-5 Information**") shall be sent to the Information Agent's e-mail address at Saratoga.2013@usbank.com (the "**Information Agent Email Address**") specifically referencing "Saratoga Investment Corp. 2013-1 – Rule 17g-5 Information" in the subject line (or such other e-mail address or subject line specified by the Information Agent in writing to the Issuer and the Investment Manager) and containing in the body of such e-mail an identification of the type of Rule 17g-5 Information being provided. All e-mails sent to the Information Agent pursuant to this Agreement or the Indenture shall only contain the Rule 17g-5 Information and no other information, documents, requests or communications. Each e-mail sent to the Information Agent pursuant to this Agreement or the Indenture failing to be sent to the Information Agent Email Address or failing to conform to the foregoing requirements of this paragraph shall be deemed incomplete and the Information Agent shall have no obligations with respect thereto.

(b) The Information Agent shall (i) forward, or cause to be forwarded, via e-mail any Rule 17g-5 Information to the Issuer's Website's e-mail address at SICorpCLO2013Ltd@structuredfn.com (the "**17g-5 Email Address**") (or such other e-mail address specified by the Issuer in writing to the Information Agent), but only to the extent such Rule 17g-5 Information is received by the Information Agent at the Information Agent Email Address in accordance herewith and (ii) approve such Rule 17g-5 Information for posting on the Issuer's Website upon receipt of an e-mail from the Issuer's Website (the "**Confirmation Email**") at the Information Agent Email Address requesting that such information be approved for posting; provided, that the Information Agent may determine in its sole discretion to cause the posting of such Rule 17g-5 Information on the Issuer's Website in such other manner established or approved by the Information Agent and permitted by the Issuer's Website. The Information Agent will not be responsible or liable for any failure of the Issuer's Website to receive forwarded emails, provide Confirmation Emails or for the actual posting of such Rule 17g-5 Information after the Information Agent has approved the same for posting.

(c) In the event that the Information Agent encounters a problem when forwarding the Rule 17g-5 Information to the 17g-5 Email Address or approving the Rule 17g-5 Information upon receipt of a Confirmation Email, the Information Agent's sole responsibility shall be to attempt to forward and/or approve such Rule 17g-5 Information an additional time. In the event the Information Agent still encounters a problem, it shall provide notice of such failure to the Issuer, the Investment Manager and such other Person, if applicable, that provided the Rule 17g-5 Information to the Information Agent, at which time the Information Agent shall have no further obligations with respect to such Rule 17g-5 Information; provided, however, that the Information Agent may, but shall have no obligation to, attempt to forward any Rule 17g-5 Information to the 17g-5 Email Address more than twice; provided, further, that the foregoing shall in no way limit the right of the Issuer or the Investment Manager to direct the Information Agent to resubmit such Rule 17g-5 Information or additional Rule 17g-5 Information at a later time pursuant to Section 2A(b) above. Notwithstanding anything herein or in any other document to the contrary, in no event shall the Information Agent be responsible for forwarding any information other than the Rule 17g-5 Information in accordance herewith.

(d) The Information Agent shall forward all Rule 17g-5 Information it receives in accordance herewith to the Issuer's Website on the same Business Day of receipt; provided, that such Rule 17g-5 Information is received by 12:00 p.m. (eastern time) or, if received after 12:00 p.m. (eastern time), on the next Business Day. The Information Agent shall approve for posting the Rule 17g-5 Information on the same Business Day of receipt of any Confirmation Email; provided, that such Confirmation Email is received by 12:00 p.m. (eastern time) or, if received after 12:00 p.m. (eastern time), on the next Business Day. The Information Agent's "approval" of Rule 17g-5 Information for posting is ministerial in nature only, and the Information Agent shall have no obligation or duty to verify, confirm or otherwise determine whether the Rule 17g-5 Information being delivered is accurate, complete, conforms to the terms of the Indenture or related transaction, conforms to the requirements of Rule 17g-5 of the Exchange Act or otherwise is or is not anything other than what it purports to be. In the event that any Rule 17g-5 Information is delivered or posted in error, each of the Trustee and the Information Agent may remove such information from the Issuer's Website. The Trustee, the Collateral Administrator and the Information Agent have not obtained and shall not be deemed to have obtained actual knowledge of any Rule 17g-5 Information merely by posting such information to the Trustee's website or the Issuer's Website to the extent such information was not produced by the Trustee, the Collateral Administrator or the Information Agent, as applicable. Neither the Information Agent nor the Collateral Administrator shall have any obligation to engage in or respond to any oral communications with respect to the transactions contemplated hereby, any transaction documents relating hereto or in any way relating to the Notes or for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes with any Rating Agency or any of its respective officers, directors or employees. Neither the Information Agent nor the Collateral Administrator will be responsible for maintaining the Issuer's Website or assuring that the Issuer's Website complies with the requirements of this Agreement, Rule 17g-5 or any other law or regulation. In no event will either of the Information Agent or the Collateral Administrator be deemed to make any representation in respect of the content of the Issuer's Website or compliance of the Issuer's Website with this Agreement, Rule 17g-5 or any other law or regulation. Neither the Information Agent nor the Collateral Administrator will be responsible or liable for the dissemination of any identification numbers or passwords for the Issuer's Website, including by the Co-Issuers, the Rating Agencies, the NRSROs, any of their agents or any other party. Neither the Information Agent nor the Collateral Administrator will be liable for the use of any information posted on the Issuer's Website, whether by the Co-Issuers, the Rating Agencies, the NRSROs or any other third party that may gain access to the Rule 17g-5 Information posted thereon.

(e) For the avoidance of doubt, all the benefits, rights, protections, immunities and indemnities of the Collateral Administrator under this Agreement and the Indenture are enjoyed by the Collateral Administrator in its capacity as Information Agent.

(f) The Issuer shall cause access to the Issuer's Website to be provided to the NRSROs upon receipt of a certification from such NRSRO (which certification may be submitted electronically via the Issuer's Website) and also to the Information Agent. The Issuer shall cause the Issuer's Website to provide a mechanism to notify the Information Agent and each other Person that has signed up for access to the Issuer's Website in respect of the Indenture each time an additional document is posted to the Issuer's Website.

Section 3. Compensation.

The Collateral Administrator will perform the duties and provide the services called for under Section 2 and Section 2A hereof in exchange for compensation as set forth in a separate fee letter in connection herewith. The Collateral Administrator shall be entitled to receive, on each Payment Date, reimbursement for all reasonable out-of-pocket expenses incurred by it in the course of performing its obligations hereunder in the order specified in the Priority of Payments as set forth in Section 11.1 of the Indenture (or in such other manner in which Administrative Expenses are permitted to be paid under the Indenture). Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Collateral Administrator's agents, counsel, accountants and experts. Subject to Section 24 hereof, the payment obligations to the Collateral Administrator pursuant to this Section 3 shall survive the termination of this Agreement. For the avoidance of doubt, all amounts payable under this section shall be payable only in accordance with the order specified in the Priority of Payments as set forth in Section 11.1 of the Indenture.

Section 4. Limitation of Responsibility of the Collateral Administrator; Indemnifications.

(a) The Collateral Administrator will have no responsibility under this Agreement other than to render the services expressly called for hereunder in good faith and without willful misconduct, gross negligence or reckless disregard of its duties hereunder. The Collateral Administrator shall incur no liability to anyone in acting upon any signature, instrument, statement, notice, resolution, request, direction, consent, order, certificate, report, opinion, bond or other document, electronic communication or paper reasonably believed by it to be genuine and reasonably believed by it to be signed, sent or presented by the proper party or parties. Subject to the provisions of Section 14 hereof, the Collateral Administrator may exercise any of its rights or powers hereunder or perform any of its duties hereunder either directly or by or through agents or attorneys, and the Collateral Administrator shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed hereunder with due care by it. Neither the Collateral Administrator nor any of its Affiliates, directors, officers, shareholders, agents or employees will be liable to the Investment Manager, the Issuer, the Trustee, the Noteholders, or any other Person, except to the extent of acts or omissions of the Collateral Administrator which constitute willful misconduct, gross negligence or reckless disregard of the Collateral Administrator's duties hereunder. The Collateral Administrator shall in no event have any liability for the actions or omissions of the Issuer, the Investment Manager, the Trustee (but only if not the same Person as the Collateral Administrator) or any other Person, and shall have no liability for any inaccuracy or error in any duty performed by it that results from or is caused by inaccurate, untimely or incomplete information or data received by it from the Issuer, the Investment Manager, the Trustee (but only if not the same Person as the Collateral Administrator) or another Person. The Collateral Administrator shall not be liable for any failure to perform or delay in performing its specified duties hereunder which results from or is caused by a failure or delay on the part of the Issuer, the Investment Manager, the Trustee (but only if not the same Person as the Collateral Administrator) or another Person in furnishing necessary, timely and accurate information to the Collateral Administrator. The duties and obligations of the Collateral Administrator and its employees or agents shall be determined solely by the express provisions of this Agreement and the Indenture and they shall not be under any obligation or duty except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants shall be read into this Agreement against them. The Collateral Administrator may consult with and shall be entitled to rely on the advice of legal counsel and independent accountants in performing its duties hereunder and shall be protected and deemed to have acted in good faith if it acts in good faith in accordance with such advice.

(b) The Collateral Administrator may rely conclusively on any notice, certificate or other document (including, without limitation, telecopier or electronically transmitted instructions, documents or information) furnished to it hereunder and reasonably believed by it in good faith to be genuine. The Collateral Administrator shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed hereunder, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action. The Collateral Administrator shall not be bound to make any investigation into the facts or matters stated in any certificate, report or other document; provided, however, that if the form thereof is prescribed by this Agreement, the Collateral Administrator shall examine the same to determine whether it conforms on its face to the requirements hereof.

(c) The Collateral Administrator shall not be deemed to have knowledge or notice of any matter unless an Authorized Officer of the Collateral Administrator has actual knowledge of such matter or received written notice of such matter in accordance with this Agreement or the Indenture. Under no circumstances shall the Collateral Administrator be liable for indirect, punitive, special or consequential damages under or pursuant to this Agreement, its duties or obligations hereunder or arising out of or relating to the subject matter hereof, even if the Collateral Administrator has been advised of the likelihood of such damages and regardless of the form of such action. It is expressly acknowledged by the Issuer and the Investment Manager that the application and performance by the Collateral Administrator of its various duties hereunder (including recalculations to be performed in respect of the matters contemplated hereby) shall, in part, be based upon, and in reliance upon, data and information provided to it by the Investment Manager, the Issuer and/or the related Obligor (or agent, trustee or other similar party on behalf of such Obligor) or other reputable financial reporting sources with respect to each Asset. Notwithstanding anything herein and without limiting the generality of any terms of this Section 4, the Collateral Administrator shall not have any liability to the extent of any expense, loss, damage, demand, charge or claim resulting from or caused by events or circumstances beyond the reasonable control of such party including, without limitation, the interruption, suspension or restriction of trading on or the closure of any securities markets, power or other mechanical or technological failures or interruptions, computer viruses, communications disruptions, work stoppages, natural disasters, fire, war, terrorism, riots, rebellions, or other similar acts.

(d) The Collateral Administrator shall not be bound to follow any amendment, modification, supplement or waiver to the Indenture or other Transaction Document until it has received written notice of such amendment, modification, supplement or waiver and a copy thereof from the Issuer or the Trustee; provided, however, that the Collateral Administrator (including in its capacity as Information Agent or Calculation Agent) shall not be bound by any amendment, modification, supplement or waiver to the Indenture or other Transaction Document (including, without limitation, in connection with the adoption of any Benchmark Replacement Rate Conforming Changes) that adversely affects the obligations, rights, privileges, protections or liabilities of the Collateral Administrator (including, without limitation, the imposition or expansion of discretionary authority) or otherwise adversely affects the Collateral Administrator unless the Collateral Administrator shall have consented thereto in writing. The Issuer agrees that it shall not permit any amendment, modification, supplement or waiver to the Indenture or other Transaction Document that adversely affects the obligations of the Collateral Administrator or adversely affects or otherwise modifies the compensation of the Collateral Administrator to become effective unless the Collateral Administrator has been given prior written notice of such amendment, modification, supplement or waiver and has consented thereto.

(e) The Issuer shall, and hereby agrees to, indemnify, defend and hold harmless the Collateral Administrator and its Affiliates, directors, officers, shareholders, agents and employees from any and all losses, damages, liabilities, demands, charges, costs, expenses (including the reasonable fees and expenses of counsel and other experts) and claims of any nature in respect of, or arising from any acts or omissions performed or omitted by the Collateral Administrator or its Affiliates, directors, officers, shareholders, agents or employees pursuant to or in connection with the terms of this Agreement, or in the performance or observance of their respective duties or obligations under this Agreement; provided such acts or omissions are in good faith and without willful misconduct or gross negligence on the part of the Collateral Administrator or without reckless disregard of its duties hereunder. For the avoidance of doubt, all indemnities payable under this subsection (e) shall be payable only in accordance with the order specified in the Priority of Payments as set forth in Section 11.1 of the Indenture (or in such other manner in which Administrative Expenses are permitted to be paid under the Indenture).

(f) The Investment Manager shall, and hereby agrees to, indemnify, defend and hold harmless the Collateral Administrator and its Affiliates, directors, officers, shareholders, agents or employees with respect to all losses, damages, liabilities, demands, charges, expenses and claims of any nature (including the reasonable fees and expenses of counsel) to the extent arising out of any acts or omissions performed or omitted by the Investment Manager, or its Affiliates, directors, officers, agents, subcontractors or employees hereunder in bad faith or which constitute willful misconduct, gross negligence or reckless disregard of its duties hereunder.

(g) Notwithstanding anything herein and without limiting the generality of any terms of this Section 4, the Collateral Administrator shall have no liability for any failure, inability or unwillingness on the part of the Investment Manager or the Issuer (or the Trustee, if not the same Person as the Collateral Administrator) to provide accurate and complete information on a timely basis to the Collateral Administrator, or otherwise on the part of any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on the Collateral Administrator's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof.

(h) Nothing herein shall obligate the Collateral Administrator to determine: (a) if a Collateral Obligation meets the criteria specified in the definition thereof, (b) if the conditions specified in the definition of "Deliver" have been complied with, (c) the type, classification or characterization of any Collateral Obligation or Asset, including without limitation whether any Asset is a Bond, Bridge Loan, Caa Collateral Obligation, CCC Collateral Obligation, Clearing Corporation Security, Cov-Lite Loan, Credit Improved Obligation, Credit Risk Obligation, Current Pay Obligation, Defaulted Obligation, Deferrable Security, Deferring Security, Delayed Drawdown Collateral Obligation, DIP Collateral Obligation, Discount Obligation, Equity Security, First Lien Last Out Loan, Fixed Rate Obligation, Floating Rate Obligation, Illiquid Asset, Interest Only Security, Liquidity Reserve Excess Collateral Obligation, Long-Dated Obligation, Margin Stock, Middle Market Loan, Moody's Senior Secured Loan, Partial Deferrable Security, Participation Interest, Restructured Loan, Revolving Collateral Obligation, Second Lien Loan, Senior Secured Loan, Senior Secured Loan, Specified Equity Security, Step-Up/Step-Down Obligation, Structured Finance Obligation, Swapped Non-Discount Obligation, Synthetic Security, Unsecured Loan, Workout Loan or Zero Coupon Security, (d) the Domicile or other classification or characterization of an Obligor, any such determination in each case being based exclusively upon notification it receives from the Investment Manager, (e) the contents or components of any Trading Plan or (f) whether the Workout Condition or the conditions to a Bankruptcy Exchange are satisfied. Further, nothing herein shall impose or imply any duty or obligation on the part of the Collateral Administrator to (i) verify, investigate or audit any such information or data, or to determine or monitor on an independent basis whether any Collateral Obligation is subject to an Offer, call for redemption or other similar action or whether an issuer or Obligor of the securities or assets included in the Assets is in default or in compliance with the Underlying Instruments governing or securing such Assets or (ii) determine the Market Value of a Collateral Obligation or obtain or determine any bid prices in connection therewith, from time to time, the role of the Collateral Administrator hereunder being solely to perform only those functions as provided herein as more particularly described in Section 2 hereof. For purposes of monitoring rating changes by the Rating Agencies, the Collateral Administrator shall be entitled to use and rely (in good faith) exclusively upon any reputable electronic financial information reporting service (including the Bloomberg wire service), and shall have no liability for any inaccuracies in the information reported by, or other errors or omissions of, any such service. This Section 4 shall survive the termination or assignment of this Agreement and the resignation or removal of the Collateral Administrator.

(i) The Collateral Administrator shall not have any obligation to confirm compliance with the U.S. Risk Retention Rules or the risk retention rules of any other jurisdiction by the Issuer or any other Person.

(j) For the avoidance of doubt, all the benefits, rights, protections, immunities and indemnities of the Collateral Administrator under this Agreement and the Indenture are enjoyed by the Collateral Administrator in its capacity as Information Agent and Calculation Agent. The Collateral Administrator, in its capacity as Calculation Agent, shall have no (i) responsibility or liability for (x) monitoring, determining or verifying the unavailability or cessation of LIBOR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, such unavailability or cessation, (y) the determination, designation or selection of a Benchmark Replacement Rate or other successor or replacement benchmark rate (or Benchmark Replacement Rate Conforming Changes or a Benchmark Replacement Rate Adjustment or other modifier with respect thereto), or whether any conditions for such determination, designation or selection of such a rate or modifier, including the Benchmark Transition Event, have occurred or been satisfied and the Collateral Administrator shall be entitled to rely upon any designation of such a rate or modifier by the Designated Transaction Representative, and (z) determining whether any supplemental indenture or other conforming changes to the Indenture are necessary in connection therewith or (ii) liability for any failure or delay in performing its duties hereunder as a result of the unavailability of a "LIBOR" rate as described in the definition thereof or the absence of an Alternative Benchmark Rate, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Designated Transaction Representative, in providing any amendment, direction, instruction, notice or information required or contemplated by the terms of this Agreement or the Indenture and reasonably required for the performance of the duties of the Collateral Administrator. The Collateral Administrator shall have no obligation to determine and shall be entitled to rely upon direction provided by the Issuer, the Investment Manager or the Designated Transaction Representative facilitating or specifying administrative procedures with respect to the calculation of any non-LIBOR Benchmark Rate.

(k) This Section 4 shall survive the termination or assignment of this Agreement and the resignation or removal of the Collateral Administrator.

Section 5. Independence of the Collateral Administrator.

For all purposes of this Agreement, the Collateral Administrator shall be an independent contractor and shall not be subject to the supervision of the Issuer or the Investment Manager with respect to the manner in which it accomplishes the performance of its obligations hereunder. Unless expressly authorized by the Issuer herein, the Collateral Administrator shall have no authority to act for or represent the Issuer in any way and shall not otherwise be deemed an agent of the Issuer or the Investment Manager.

Section 6. No Joint Venture.

Nothing contained in this Agreement (i) shall constitute the Collateral Administrator, the Investment Manager or the Issuer, respectively, as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them or (iii) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

Section 7. Other Activities of Collateral Administrator and Investment Manager.

Nothing herein shall prevent any of the Collateral Administrator, the Investment Manager or their respective Affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as a collateral administrator or Investment Manager, respectively, for any other person or entity even though such person or entity may engage in business activities similar to those of the Issuer.

Section 8. Term of Agreement.

This Agreement shall continue in force until the earlier of (a) the satisfaction and discharge of the Indenture in accordance with its terms, upon which event this Agreement shall automatically terminate and (b) the effective date of the resignation or removal of the Collateral Administrator pursuant to Section 9 hereof, unless a successor Collateral Administrator is appointed (and accepts such appointment) in accordance with Section 9 hereof, in which case this Agreement shall terminate solely in respect of the departing Collateral Administrator.

Section 9. Resignation and Removal of Collateral Administrator.

(a) Subject to Section 9(d) hereof, the Collateral Administrator may resign its duties hereunder (including resigning in its capacity as Information Agent or Calculation Agent) by providing the Issuer and the Investment Manager with at least 90 days' prior written notice.

(b) Subject to Section 9(d) hereof, the Issuer (or the Investment Manager on behalf of the Issuer) may remove the Collateral Administrator without cause by providing each other party hereto with at least 90 days' prior written notice.

(c) The Issuer (or the Investment Manager on behalf of the Issuer) may remove the Collateral Administrator immediately upon written notice of termination from the Issuer (or the Investment Manager on behalf of the Issuer) to the Collateral Administrator if any of the following events shall occur:

(i) the Collateral Administrator shall default in the performance of any of its duties under this Agreement and, after notice of such default, shall not cure such default within ten days (or, if such default cannot be cured in such time, shall not have given within ten days such assurance of cure as shall be reasonably satisfactory to the Issuer and the Investment Manager and cured such default within the time so assured);

(ii) the Collateral Administrator is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(iii) a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within 60 days, in respect of the Collateral Administrator in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Collateral Administrator or any substantial part of its property or order the winding-up or liquidation of its affairs; or

(iv) the Collateral Administrator shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, shall consent to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Collateral Administrator or any substantial part of its property, shall consent to the taking of possession by any such official of any substantial part of its property, shall make any general assignment for the benefit of creditors or shall fail generally to pay its debts as they become due.

The Collateral Administrator agrees that if any of the events specified in clauses (ii), (iii) or (iv) of this Section 9(c) shall occur, it shall give written notice thereof to the Issuer, the Investment Manager, the Trustee and the Rating Agencies within one Business Day after the happening of such event.

(d) Except when the Collateral Administrator shall be removed pursuant to subsection (c) of this Section, no resignation or removal of the Collateral Administrator pursuant to this Section shall be effective until a successor Collateral Administrator reasonably acceptable to the Issuer and the Investment Manager (i) shall have been appointed by the Issuer, (ii) shall have agreed in writing to assume all of the Collateral Administrator's duties and obligations pursuant to this Agreement and (iii) shall have executed and delivered an agreement in form and content reasonably satisfactory to the Issuer and the Investment Manager. If a successor Collateral Administrator does not take office within 90 days after the retiring Collateral Administrator resigns or is removed, the retiring Collateral Administrator, the Issuer, the Investment Manager or a Majority of the Controlling Class, may petition a court of competent jurisdiction for the appointment of a successor Collateral Administrator.

(e) Subject to Section 9(d) hereof, at any time that the Collateral Administrator is the same institution as the Trustee, the Collateral Administrator hereby agrees that upon the appointment of a successor Trustee, the Collateral Administrator shall immediately resign and such successor Trustee shall automatically become the Collateral Administrator under this Agreement. Any such successor Trustee shall be required to agree to assume the duties of the Collateral Administrator under the terms and conditions of this Agreement in its acceptance of appointment as successor Trustee.

(f) Any successor to the Investment Manager shall be bound automatically by the terms and provisions of this Agreement upon becoming the successor Investment Manager under the Investment Management Agreement.

Section 10. Action upon Termination, Resignation or Removal of the Collateral Administrator.

Promptly upon the effective date of termination of this Agreement pursuant to Section 8 hereof or the resignation or removal of the Collateral Administrator pursuant to Section 9 hereof, the Collateral Administrator shall be entitled to be paid on the next succeeding Payment Date all expenses accruing to it to the date of such termination, resignation or removal, in accordance with the Priority of Payments set forth in Section 11.1 of the Indenture. The Collateral Administrator shall forthwith deliver to, or as directed by, the Issuer upon such termination pursuant to Section 8 hereof or such resignation or removal of the Collateral Administrator pursuant to Section 9 hereof, all property and documents of or relating to the Assets then in the custody of the Collateral Administrator, and the Collateral Administrator shall cooperate with the Issuer and any successor Collateral Administrator, and take all reasonable steps requested to assist the Issuer in making an orderly transfer of the duties of the Collateral Administrator.

Section 11. Representations and Warranties.

Each of the parties hereto represents and warrants to each other party as follows:

(a) It has been duly incorporated or formed and is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, has the full power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary action to authorize this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder. No consent of any other person including, without limitation, its shareholders, partners and/or creditors, and no license, permit, approval or authorization of exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by it in connection with this Agreement or the execution, delivery, performance, validity or enforceability of this Agreement and the obligations imposed upon it hereunder except as otherwise obtained before the Closing Date. This Agreement constitutes, and each instrument or document required hereunder, when executed and delivered by it hereunder, will constitute, its legally valid and binding obligations enforceable against it in accordance with their terms subject, as to enforcement, (A) to the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights as such laws would apply in the event of any bankruptcy, winding up, receivership, insolvency or similar event applicable to it and (B) to general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity.)

(b) The execution, delivery and performance of this Agreement and the documents and instruments required hereunder will not violate any provision of any existing law or regulation binding on it or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on it, or the governing instruments of, or any securities issued by, it or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, the violation of which would have a material adverse effect on its business operations, assets or financial condition and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

Section 12. Notices.

Any notice, report or other communication given hereunder shall be in writing or delivered electronically and addressed as follows:

(a) if to the Issuer, to:

Saratoga Investment Corp. CLO 2013-1, Ltd.
c/o MaplesFS Limited
P.O. Box 1093
Boundary Hall, Cricket Square
Grand Cayman, KY1-1102
Cayman Islands
Attention: Directors – Saratoga Investment Corp. CLO 2013-1, Ltd.
Fax: +1 (345) 945-7100
Email: cayman@maples.com

(b) if to the Collateral Administrator (other than as Information Agent), to:

U.S. Bank National Association
214 North Tryon Street, 26th Floor
Charlotte, North Carolina 28202
Attention: Global Corporate Trust – Saratoga Investment Corp. CLO 2013-1, Ltd.
Email: biko.burt@usbank.com

(c) if to the Investment Manager, to:

Saratoga Investment Corp.
535 Madison Avenue, 4th Floor
New York, New York 10022
Fax: (212) 750-3343
Attention: Henri Steenkamp
via email to Saratoga@saratogapartners.com

(d) if to the Rating Agencies, to:

Moody's Investors Service, Inc.
CDOmonitoring@moodys.com

or to such other address as any party shall have provided to the other parties in writing, and all notices required or permitted to be given hereunder shall be in writing and shall be deemed given if such notice is mailed by first class mail, postage prepaid, hand delivered, sent by overnight courier service guaranteeing next day delivery, by e-mail or by telecopy (confirmed receipt) in legible form to the address of such party as provided above; provided that all information to be provided to the Information Agent shall be provided pursuant to Section 2A.

The Collateral Administrator shall be entitled to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that any Person providing such instructions or directions shall provide to the Collateral Administrator an incumbency certificate listing Authorized Officers designated to provide such instructions or directions, which incumbency certificate shall remain in full force and effect until amended to add or delete a person from such listing. If such person elects to give the Collateral Administrator email or facsimile instructions (or instructions by a similar electronic method) and the Collateral Administrator in its discretion elects to act upon such instructions, the Collateral Administrator's reasonable understanding of such instructions shall be deemed controlling. The Collateral Administrator shall not be liable for any losses, costs or expenses arising directly or indirectly from the Collateral Administrator's reliance upon and compliance with such instructions notwithstanding such instructions conflicting with or being inconsistent with a subsequent written instruction. Any person providing such instructions or directions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Collateral Administrator, including without limitation the risk of the Collateral Administrator acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 13. Amendments.

This Agreement may not be amended, changed, modified or terminated (except as otherwise expressly provided herein) except by the Issuer, the Investment Manager and the Collateral Administrator in writing. The Collateral Administrator shall forward to the Rating Agencies a copy of all executed amendments and modifications of this Agreement.

Section 14. Successor and Assigns.

This Agreement shall inure to the benefit of, and be binding upon, the successors and the assigns of each of the Issuer, the Investment Manager and the Collateral Administrator. This Agreement may not be assigned by the Collateral Administrator unless such assignment is previously consented to in writing by the Issuer and the Investment Manager; provided that the Collateral Administrator may delegate to, employ as agent, or otherwise cause any duty or obligation hereunder to be performed by, any direct or indirect wholly owned subsidiary of U.S. Bank National Association or its successors without the prior written consent of the Investment Manager and the Issuer. An assignment with such consent, if accepted by the assignee, shall bind the assignee hereunder to the performance of any duties or obligations of the Collateral Administrator hereunder. Any organization or entity into which the Collateral Administrator may be merged or converted or with which it may be consolidated, any organization or entity resulting from any merger, conversion or consolidation to which the Collateral Administrator shall be a party and any organization or entity succeeding to all or substantially all of the corporate trust business of the Collateral Administrator shall be the successor Collateral Administrator hereunder without the execution or filing of any paper or any further act of any of the parties hereto. The Issuer (or the Investment Manager on its behalf) will provide notice to Moody's of any assignment of this Agreement.

Section 15. Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ANY MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.

Section 16. Submission to Jurisdiction.

Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this Agreement, and each such party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or federal court. Each such party hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each such party irrevocably consents to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process, in the case of the Issuer, to it at the office of the Issuer's agent set forth in Section 7.2 of the Indenture or, in the case of the Collateral Administrator or Investment Manager, to it at its address set forth herein. Each such party agrees that a final and non-appealable judgment by a court of competent jurisdiction in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 17. Waiver of Jury Trial Right.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of any suit, action or proceedings relating to this Agreement or any matter between the parties arising under or in connection with this Agreement, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

Section 18. Headings.

The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 19. Counterparts.

This Agreement may be executed in counterparts, all of which when so executed shall together constitute but one and the same agreement. Facsimile signatures and signature pages provided in the form of a "pdf" or similar imaged document transmitted by electronic transmission (including .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Issuer and reasonably available at no undue burden or expense to the Collateral Administrator) shall be deemed original signatures for all purposes hereunder. Any electronically signed document delivered via email from a person purporting to be an Authorized Officer shall be considered signed or executed by such Authorized Officer on behalf of the applicable Person. The Collateral Administrator shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

Section 20. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 21. Not Applicable to U.S. Bank National Association in Other Capacities.

Nothing in this Agreement shall affect any right, benefit or obligation U.S. Bank National Association may have in any other capacity.

Section 22. Limitation of Liability.

Notwithstanding anything contained herein to the contrary, this Agreement has been executed by the Collateral Administrator not in its individual capacity but solely in the capacity as Collateral Administrator. In no event shall the Collateral Administrator in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder.

Section 23. No Third-Party Beneficiaries.

This Agreement does not confer any rights or remedies upon any Person other than the parties to this Agreement, the Trustee and their respective successors and permitted assigns.

Section 24. Bankruptcy Matters.

Notwithstanding any other provision of this Agreement, the liability of the Issuer to the Collateral Administrator and any other Person hereunder is payable subject to and in accordance with the Priority of Payments and is at all times limited in recourse to the Assets available at such time and amounts derived therefrom and following application of the Assets in accordance with the provisions of the Indenture, all obligations of and all remaining claims against the Issuer will be extinguished and shall not revive. No recourse shall be had against any Officer, member, director, employee, security holder or incorporator of the Issuer or its successors and assigns for the payment of any amounts payable under this Agreement. The provisions of Section 5.4(d) of the Indenture shall apply *mutatis mutandis* as if set forth herein in full such that neither the Collateral Administrator nor any other Person will, prior to the date which is one year (or, if longer, the applicable preference period then in effect) and one day after the payment in full of all securities issued by the Issuer, institute against, or join any other Person in instituting against, the Issuer, the Co-Issuer or any Issuer Subsidiary any bankruptcy, winding up, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings, or other Proceedings under bankruptcy law or any similar laws in any jurisdiction; provided, however, that nothing herein shall be deemed to prohibit the Collateral Administrator (i) from taking any action before the expiration of that period in (A) any case or Proceeding voluntarily filed or commenced by the Issuer, the Co-Issuer or any Issuer Subsidiary or (B) any involuntary insolvency Proceeding filed or commenced by a person other than a Secured Party, or (ii) from commencing against any of the Issuer, the Co-Issuer or any Issuer Subsidiary or any of their respective properties any legal action that is not a bankruptcy, reorganization, arrangement, insolvency, moratorium, or liquidation Proceeding. The provisions of this Section 24 shall survive termination of this Agreement.

Section 25. Conflict with the Indenture.

If this Agreement shall require that any action be taken with respect to any matter and the Indenture shall require that a different action be taken with respect to such matter, and such actions shall be mutually exclusive, or if this Agreement should otherwise conflict with the Indenture, the Collateral Administrator shall notify the Issuer and the Investment Manager and shall act in accordance with the Issuer's or the Investment Manager's written instructions (unless U.S. Bank National Association, in its capacity as Collateral Administrator or Trustee, shall conclude in good faith that such action would be in conflict with or in violation of its duties as Collateral Administrator or Trustee under this Collateral Administration Agreement or the Indenture, as applicable, in which case it shall be entitled to refrain from taking such action and to resign as Collateral Administrator hereunder).

Section 26. Waiver.

No failure on the part of any party hereto to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

IN WITNESS WHEREOF, the parties have caused this Collateral Administration Agreement to be duly executed and delivered as of the date and year first above written.

SARATOGA INVESTMENT CORP. CLO 2013-1, LTD., as Issuer

By: /s/ Stacy Bodden
Name: Stacy Bodden
Title: Director

U.S. BANK NATIONAL ASSOCIATION, as Collateral Administrator

By: /s/ Scott D. DeRoss
Name: Scott D. DeRoss
Title: Senior Vice President

SARATOGA INVESTMENT CORP., as Investment Manager

By: Saratoga Investment Advisors, LLC, its Investment Advisor

By: /s/ Henri Steenkamp
Name: Henri Steenkamp
Title: Chief Financial Officer

[Signature Page to Amended and Restated Collateral Administration Agreement]