# Section 1: POS EX (POS EX)

**As filed with the Securities and Exchange Commission on February 20, 2019**

**Registration No. 333-227124**

# U.S. SECURITIES AND EXCHANGE COMMISSION

**WASHINGTON, D.C. 20549**

# FORM N-2

☒ **REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

☐ **PRE-EFFECTIVE AMENDMENT NO.**

☒ **POST-EFFECTIVE AMENDMENT NO. 15**

# PROSPECT CAPITAL CORPORATION

(Exact Name of Registrant as Specified in Charter)

**10 East 40th Street, 42nd Floor**
**New York, NY 10016**
(Address of Principal Executive Offices)

Registrant's Telephone Number, including Area Code: **(212) 448-0702**

**John F. Barry III**
**Kristin Van Dask**
**c/o Prospect Capital Management L.P.**
**10 East 40th Street, 42nd Floor**
**New York, NY 10016**
**(212) 448-0702**
(Name and Address of Agent for Service)

Copies of information to:
**Richard T. Prins**
**Skadden, Arps, Slate, Meagher & Flom LLP**
**4 Times Square**
**New York, NY 10036**
**(212) 735-3000**

Approximate Date of Proposed Public Offering: **From time to time after the effective date of this Registration Statement.**

If any of the securities being registered on this form are offered on a delayed or continuous basis in reliance on Rule 415 under the Securities Act of 1933, other than securities offered in connection with a dividend reinvestment plan, check the following box. ☒

**EXPLANATORY NOTE**

This Post-Effective Amendment No. 15 to the Registration Statement on Form N-2 (File No. 333-227124) of Prospect Capital Corporation (the "Registration Statement") is being filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended (the "Securities Act"), solely for the purpose of filing exhibits to the Registration Statement. Accordingly, this Post-Effective Amendment No. 15 consists only of a facing page, this explanatory note and Part C of the Registration Statement on Form N-2 setting forth the exhibits to the Registration Statement. This Post-Effective Amendment No. 15 does not modify any other part of the Registration Statement. Pursuant to Rule 462(d) under the Securities Act, this Post-Effective Amendment No. 15 shall become effective immediately upon filing with the Securities and Exchange Commission. The contents of the Registration Statement are hereby incorporated by reference.

## PART C—OTHER INFORMATION

**ITEM 25.** ***FINANCIAL STATEMENTS AND EXHIBITS***

(1) *Financial Statements*

The following statements of Prospect Capital Corporation (the "Company" or the "Registrant") are included in Part A of this Registration Statement:

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**



(2) *Financial Statement Schedules*

The financial statements of National Property REIT Corp. and First Tower Finance Company LLC and its consolidated subsidiaries required by Rule 3-09 of Regulation S-X can be found on pages F-112 and F-191 of this Registration Statement, respectively.

*(3) Exhibits*

The agreements included or incorporated by reference as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosures that were made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

The Company acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

| Exhibit No. | Description |
|---|---|
| (a)(1) | Articles of Amendment and Restatement(1) |
| (b)(1) | Amended and Restated Bylaws(3) |
| (c) | Not Applicable |
| (d)(1) | Form of Share Certificate(2) |
| (d)(2) | Form of Indenture(9) |
| (d)(3) | Indenture dated as of December 21, 2010 relating to the 6.25% Senior Convertible Notes, by and between the Registrant and American Stock Transfer & Trust Company, LLC, as Trustee and Form of 6.25% Senior Convertible Note due 2015(7) |

| Exhibit No. | Description |
|---|---|
| (d)(4) | Indenture dated as of February 18, 2011 relating to the 5.50% Senior Convertible Notes, by and between the Registrant and American Stock Transfer & Trust Company, LLC, as Trustee(8) |
| (d)(5) | Form of 5.50% Senior Convertible Note due 2016(6) |
| (d)(6) | Statement of Eligibility of U.S. Bank National Association on Form T-1(318) |
| (d)(7) | Indenture dated as of February 16, 2012, by and between the Registrant and American Stock Transfer & Trust Company, LLC, as Trustee(10) |
| (d)(8) | First Supplemental Indenture dated as of March 1, 2012, to the Indenture dated as of February 16, 2012, by and between the Registrant and American Stock Transfer & Trust Company, LLC, as Trustee and Form of 7.00% Prospect Capital InterNote® due 2022(10) |
| (d)(9) | Second Supplemental Indenture dated as of March 8, 2012, to the Indenture dated as of February 16, 2012, by and between the Registrant and American Stock Transfer & Trust Company, LLC, as Trustee(11) |
| (d)(10) | Joinder Supplemental Indenture dated as of March 8, 2012, to the Indenture dated as of February 16, 2012, by and among the Registrant, American Stock Transfer & Trust Company, LLC, as Original Trustee, and U.S. Bank National Association, as Series Trustee and Form of 6.900% Prospect Capital InterNote® due 2022(11) |
| (d)(11) | Agreement of Resignation, Appointment and Acceptance dated as of March 12, 2012, by and among the Registrant, American Stock Transfer & Trust Company, LLC, as Retiring Trustee, and U.S. Bank National Association, as Successor Trustee (12) |
| (d)(12) | Third Supplemental Indenture dated as of April 5, 2012, to the Indenture dated as of February 16, 2012, by and between the Registrant and U.S. Bank National Association, as Successor Trustee pursuant to the Agreement of Resignation, Appointment and Acceptance dated as of March 12, 2012, by and among the Registrant, American Stock Transfer & Trust Company, LLC, as Retiring Trustee, and U.S. Bank National Association, as Successor Trustee (the "U.S. Bank Indenture") and Form of 6.850% Prospect Capital InterNote® due 2022(14) |
| (d)(13) | Fourth Supplemental Indenture dated as of April 12, 2012, to the U.S. Bank Indenture and Form of 6.700% Prospect Capital InterNote® due 2022(15) |
| (d)(14) | Indenture dated as of April 16, 2012 relating to the 5.375% Senior Convertible Notes, by and between the Registrant and American Stock Transfer & Trust Company, as Trustee(16) |
| (d)(15) | Form of 5.375% Senior Convertible Note due 2017(17) |
| (d)(16) | Fifth Supplemental Indenture dated as of April 26, 2012, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2022(18) |
| (d)(17) | Indenture dated as of August 14, 2012 relating to the 5.75% Senior Convertible Notes, by and between the Registrant and American Stock Transfer & Trust Company, as Trustee(19) |
| (d)(18) | Form of 5.75% Senior Convertible Note due 2018(20) |
| (d)(19) | Nineteenth Supplemental Indenture dated as of September 27, 2012, to the U.S. Bank Indenture and Form of 5.850% Prospect Capital InterNote® due 2019(21) |
| (d)(20) | Twentieth Supplemental Indenture dated as of October 4, 2012, to the U.S. Bank Indenture and Form of 5.700% Prospect Capital InterNote® due 2019(22) |
| (d)(21) | Twenty-First Supplemental Indenture dated as of November 23, 2012, to the U.S. Bank Indenture and Form of 5.125% Prospect Capital InterNote® due 2019(23) |
| (d)(22) | Twenty-Second Supplemental Indenture dated as of November 23, 2012, to the U.S. Bank Indenture and Form of 6.625% Prospect Capital InterNote® due 2042(23) |
| (d)(23) | Twenty-Third Supplemental Indenture dated as of November 29, 2012, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(24) |
| (d)(24) | Twenty-Fourth Supplemental Indenture dated as of November 29, 2012, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2032(24) |
| (d)(25) | Twenty-Fifth Supplemental Indenture dated as of November 29, 2012, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2042(24) |
| (d)(26) | Twenty-Sixth Supplemental Indenture dated as of December 6, 2012, to the U.S. Bank Indenture and Form of 4.875% Prospect Capital InterNote® due 2019(25) |
| (d)(27) | Twenty-Eighth Supplemental Indenture dated as of December 6, 2012, to the U.S. Bank Indenture and Form of 6.375% Prospect Capital InterNote® due 2042(25) |
| (d)(28) | Twenty-Ninth Supplemental Indenture dated as of December 13, 2012, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(26) |
| (d)(29) | Thirty-First Supplemental Indenture dated as of December 13, 2012, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2042(26) |

| Exhibit No. | Description |
|---|---|
| (d)(30) | Thirty-Second Supplemental Indenture dated as of December 20, 2012, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2019(27) |
| (d)(31) | Thirty-Fourth Supplemental Indenture dated as of December 20, 2012, to the U.S. Bank Indenture and Form of 6.125% Prospect Capital InterNote® due 2042(27) |
| (d)(32) | Indenture dated as of December 21, 2012, by and between the Registrant and American Stock Transfer & Trust Company, as Trustee and Form of Global Note 5.875% Convertible Senior Note Due 2019(28) |
| (d)(33) | Thirty-Fifth Supplemental Indenture dated as of December 28, 2012, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2019(29) |
| (d)(34) | Thirty-Sixth Supplemental Indenture dated as of December 28, 2012, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2030(29) |
| (d)(35) | Thirty-Seventh Supplemental Indenture dated as of December 28, 2012, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2042(29) |
| (d)(36) | Thirty-Eighth Supplemental Indenture dated as of January 4, 2013, to the U.S. Bank Indenture and Form of 4.375% Prospect Capital InterNote® due 2020(30) |
| (d)(37) | Thirty-Ninth Supplemental Indenture dated as of January 4, 2013, to the U.S. Bank Indenture and Form of 4.875% Prospect Capital InterNote® due 2031(30) |
| (d)(38) | Fortieth Supplemental Indenture dated as of January 4, 2013, to the U.S. Bank Indenture and Form of 5.875% Prospect Capital InterNote® due 2043(30) |
| (d)(39) | Forty-First Supplemental Indenture dated as of January 10, 2013, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(31) |
| (d)(40) | Forty-Second Supplemental Indenture dated as of January 10, 2013, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2031(31) |
| (d)(41) | Forty-Third Supplemental Indenture dated as of January 10, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2043(31) |
| (d)(42) | Forty-Fourth Supplemental Indenture dated as of January 17, 2013, to the U.S. Bank Indenture and Form of 4.125% Prospect Capital InterNote® due 2020(32) |
| (d)(43) | Forty-Fifth Supplemental Indenture dated as of January 17, 2013, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2031(32) |
| (d)(44) | Forty-Sixth Supplemental Indenture dated as of January 17, 2013, to the U.S. Bank Indenture and Form of 5.625% Prospect Capital InterNote® due 2043(32) |
| (d)(45) | Forty-Seventh Supplemental Indenture dated as of January 25, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(33) |
| (d)(46) | Forty-Eighth Supplemental Indenture dated as of January 25, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(33) |
| (d)(47) | Forty-Ninth Supplemental Indenture dated as of January 25, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(33) |
| (d)(48) | Fiftieth Supplemental Indenture dated as of January 31, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(34) |
| (d)(49) | Fifty-First Supplemental Indenture dated as of January 31, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(34) |
| (d)(50) | Fifty-Second Supplemental Indenture dated as of January 31, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(34) |
| (d)(51) | Fifty-Third Supplemental Indenture dated as of February 7, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(35) |
| (d)(52) | Fifty-Fourth Supplemental Indenture dated as of February 7, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(35) |
| (d)(53) | Fifty-Fifth Supplemental Indenture dated as of February 7, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(35) |
| (d)(54) | Fifty-Sixth Supplemental Indenture dated as of February 22, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(36) |
| (d)(55) | Fifty-Seventh Supplemental Indenture dated as of February 22, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(36) |
| (d)(56) | Fifty-Eighth Supplemental Indenture dated as of February 22, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(36) |

| Exhibit No. | Description |
|---|---|
| (d)(57) | Fifty-Ninth Supplemental Indenture dated as of February 28, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(37) |
| (d)(58) | Sixtieth Supplemental Indenture dated as of February 28, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(37) |
| (d)(59) | Sixty-First Supplemental Indenture dated as of February 28, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(37) |
| (d)(60) | Sixty-Second Supplemental Indenture dated as of March 7, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(38) |
| (d)(61) | Sixty-Third Supplemental Indenture dated as of March 7, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2031(38) |
| (d)(62) | Sixty-Fourth Supplemental Indenture dated as of March 7, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(38) |
| (d)(63) | Sixty-Fifth Supplemental Indenture dated as of March 14, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(39) |
| (d)(64) | Sixty-Sixth Supplemental Indenture dated as of March 14, 2013, to the U.S. Bank Indenture and Form of 4.125% to 6.000% Prospect Capital InterNote® due 2031(39) |
| (d)(65) | Sixty-Seventh Supplemental Indenture dated as of March 14, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(39) |
| (d)(66) | Sixty-Eighth Supplemental Indenture dated as of March 14, 2013, to the U.S. Bank Indenture and Form of Floating Prospect Capital InterNote® due 2023(39) |
| (d)(67) | Supplemental Indenture dated as of March 15, 2013, to the U.S. Bank Indenture(40) |
| (d)(68) | Form of Global Note 5.875% Senior Note due 2023(41) |
| (d)(69) | Sixty-Ninth Supplemental Indenture dated as of March 21, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(42) |
| (d)(70) | Seventieth Supplemental Indenture dated as of March 21, 2013, to the U.S. Bank Indenture and Form of 4.125% to 6.000% Prospect Capital InterNote® due 2031(42) |
| (d)(71) | Seventy-First Supplemental Indenture dated as of March 21, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(42) |
| (d)(72) | Seventy-Second Supplemental Indenture dated as of March 21, 2013, to the U.S. Bank Indenture and Form of Floating Prospect Capital InterNote® due 2023(42) |
| (d)(73) | Seventy-Third Supplemental Indenture dated as of March 28, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2020(43) |
| (d)(74) | Seventy-Fourth Supplemental Indenture dated as of March 28, 2013, to the U.S. Bank Indenture and Form of 4.125% to 6.000% Prospect Capital InterNote® due 2031(43) |
| (d)(75) | Seventy-Fifth Supplemental Indenture dated as of March 28, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2043(43) |
| (d)(76) | Seventy-Sixth Supplemental Indenture dated as of March 28, 2013, to the U.S. Bank Indenture and Form of Floating Prospect Capital InterNote® due 2023(43) |
| (d)(77) | Seventy-Seventh Supplemental Indenture dated as of April 4, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2020(44) |
| (d)(78) | Seventy-Eighth Supplemental Indenture dated as of April 4, 2013, to the U.S. Bank Indenture and Form of 4.625% to 6.500% Prospect Capital InterNote® due 2031(44) |
| (d)(79) | Seventy-Ninth Supplemental Indenture dated as of April 4, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2043(44) |
| (d)(80) | Eightieth Supplemental Indenture dated as of April 4, 2013, to the U.S. Bank Indenture and Form of Floating Prospect Capital InterNote® due 2023(44) |
| (d)(81) | Eighty-First Supplemental Indenture dated as of April 11, 2013, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2020(45) |
| (d)(82) | Eighty-Second Supplemental Indenture dated as of April 11, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2031(45) |
| (d)(83) | Eighty-Third Supplemental Indenture dated as of April 11, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2043(45) |
| (d)(84) | Eighty-Fourth Supplemental Indenture dated as of April 11, 2013, to the U.S. Bank Indenture and Form of Floating Prospect Capital InterNote® due 2023(45) |

| Exhibit No. | Description |
|---|---|
| (d)(85) | Eighty-Fifth Supplemental Indenture dated as of April 18, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(46) |
| (d)(86) | Eighty-Sixth Supplemental Indenture dated as of April 18, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2031(46) |
| (d)(87) | Eighty-Seventh Supplemental Indenture dated as of April 18, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2043(46) |
| (d)(88) | Eighty-Eighth Supplemental Indenture dated as of April 25, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(47) |
| (d)(89) | Eighty-Ninth Supplemental Indenture dated as of April 25, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2031(47) |
| (d)(90) | Ninetieth Supplemental Indenture dated as of April 25, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2043(47) |
| (d)(91) | Ninety-First Supplemental Indenture dated as of May 2, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(48) |
| (d)(92) | Ninety-Second Supplemental Indenture dated as of May 2, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(48) |
| (d)(93) | Ninety-Third Supplemental Indenture dated as of May 2, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(48) |
| (d)(94) | Ninety-Fourth Supplemental Indenture dated as of May 9, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(49) |
| (d)(95) | Ninety-Fifth Supplemental Indenture dated as of May 9, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(49) |
| (d)(96) | Ninety-Sixth Supplemental Indenture dated as of May 9, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(49) |
| (d)(97) | Ninety-Seventh Supplemental Indenture dated as of May 23, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(50) |
| (d)(98) | Ninety-Eighth Supplemental Indenture dated as of May 23, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(50) |
| (d)(99) | Ninety-Ninth Supplemental Indenture dated as of May 23, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(50) |
| (d)(100) | One Hundredth Supplemental Indenture dated as of May 23, 2013, to the U.S. Bank Indenture and Form of 5.000% to 7.000% Prospect Capital InterNote® due 2028(50) |
| (d)(101) | One Hundred-First Supplemental Indenture dated as of May 31, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(51) |
| (d)(102) | One Hundred-Second Supplemental Indenture dated as of May 31, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(51) |
| (d)(103) | One Hundred-Third Supplemental Indenture dated as of May 31, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(51) |
| (d)(104) | One Hundred-Fourth Supplemental Indenture dated as of June 6, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(52) |
| (d)(105) | One Hundred-Fifth Supplemental Indenture dated as of June 6, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(52) |
| (d)(106) | One Hundred-Sixth Supplemental Indenture dated as of June 6, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(52) |
| (d)(107) | One Hundred-Seventh Supplemental Indenture dated as of June 6, 2013, to the U.S. Bank Indenture and Form of 5.000% to 7.000% Prospect Capital InterNote® due 2028(52) |
| (d)(108) | One Hundred-Eighth Supplemental Indenture dated as of June 13, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(53) |
| (d)(109) | One Hundred-Ninth Supplemental Indenture dated as of June 13, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(53) |
| (d)(110) | One Hundred-Tenth Supplemental Indenture dated as of June 13, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(53) |
| (d)(111) | One Hundred-Eleventh Supplemental Indenture dated as of June 20, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(54) |

| Exhibit No. | Description |
|---|---|
| (d)(112) | One Hundred-Twelfth Supplemental Indenture dated as of June 20, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(54) |
| (d)(113) | One Hundred-Thirteenth Supplemental Indenture dated as of June 20, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(54) |
| (d)(114) | One Hundred-Fifteenth Supplemental Indenture dated as of June 27, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2031(55) |
| (d)(115) | One Hundred-Sixteenth Supplemental Indenture dated as of June 27, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(55) |
| (d)(116) | One Hundred-Seventeenth Supplemental Indenture dated as of July 5, 2013, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(56) |
| (d)(117) | One Hundred-Eighteenth Supplemental Indenture dated as of July 5, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2031(56) |
| (d)(118) | One Hundred-Nineteenth Supplemental Indenture dated as of July 5, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(56) |
| (d)(119) | One Hundred-Twentieth Supplemental Indenture dated as of July 5, 2013, to the U.S. Bank Indenture and Form of 6.750% Prospect Capital InterNote® due 2043(56) |
| (d)(120) | One Hundred Twenty-First Supplemental Indenture dated as of July 11, 2013, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(57) |
| (d)(121) | One Hundred Twenty-Second Supplemental Indenture dated as of July 11, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2031(57) |
| (d)(122) | One Hundred Twenty-Third Supplemental Indenture dated as of July 11, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(57) |
| (d)(123) | One Hundred Twenty-Fourth Supplemental Indenture dated as of July 11, 2013, to the U.S. Bank Indenture and Form of 6.750% Prospect Capital InterNote® due 2043(57) |
| (d)(124) | One Hundred Twenty-Fifth Supplemental Indenture dated as of July 18, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(58) |
| (d)(125) | One Hundred Twenty-Sixth Supplemental Indenture dated as of July 18, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(58) |
| (d)(126) | One Hundred Twenty-Seventh Supplemental Indenture dated as of July 18, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(58) |
| (d)(127) | One Hundred Twenty-Eighth Supplemental Indenture dated as of July 18, 2013, to the U.S. Bank Indenture and Form of 6.750% Prospect Capital InterNote® due 2043(58) |
| (d)(128) | One Hundred Twenty-Ninth Supplemental Indenture dated as of July 25, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(59) |
| (d)(129) | One Hundred Thirtieth Supplemental Indenture dated as of July 25, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2031(59) |
| (d)(130) | One Hundred Thirty-First Supplemental Indenture dated as of July 25, 2013, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2043(59) |
| (d)(131) | One Hundred Thirty-Second Supplemental Indenture dated as of July 25, 2013, to the U.S. Bank Indenture and Form of 6.750% Prospect Capital InterNote® due 2043(59) |
| (d)(132) | One Hundred Thirty-Third Supplemental Indenture dated as of August 1, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(60) |
| (d)(133) | One Hundred Thirty-Fourth Supplemental Indenture dated as of August 1, 2013, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2021(60) |
| (d)(134) | One Hundred Thirty-Fifth Supplemental Indenture dated as of August 1, 2013, to the U.S. Bank Indenture and Form of 6.125% Prospect Capital InterNote® due 2031(60) |
| (d)(135) | One Hundred Thirty-Sixth Supplemental Indenture dated as of August 1, 2013, to the U.S. Bank Indenture and Form of 6.625% Prospect Capital InterNote® due 2043(60) |
| (d)(136) | One Hundred Thirty-Seventh Supplemental Indenture dated as of August 8, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(61) |
| (d)(137) | One Hundred Thirty-Eighth Supplemental Indenture dated as of August 8, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(61) |
| (d)(138) | One Hundred Thirty-Ninth Supplemental Indenture dated as of August 8, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2031(61) |

| Exhibit No. | Description |
|---|---|
| (d)(139) | One Hundred Fortieth Supplemental Indenture dated as of August 8, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(61) |
| (d)(140) | One Hundred Forty-First Supplemental Indenture dated as of August 15, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(62) |
| (d)(141) | One Hundred Forty-Second Supplemental Indenture dated as of August 15, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(62) |
| (d)(142) | One Hundred Forty-Third Supplemental Indenture dated as of August 15, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(62) |
| (d)(143) | One Hundred Forty-Fourth Supplemental Indenture dated as of August 15, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(62) |
| (d)(144) | One Hundred Forty-Fifth Supplemental Indenture dated as of August 22, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(63) |
| (d)(145) | One Hundred Forty-Sixth Supplemental Indenture dated as of August 22, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(63) |
| (d)(146) | One Hundred Forty-Seventh Supplemental Indenture dated as of August 22, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(63) |
| (d)(147) | One Hundred Forty-Eighth Supplemental Indenture dated as of August 22, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(63) |
| (d)(148) | One Hundred Forty-Ninth Supplemental Indenture dated as of September 6, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(64) |
| (d)(149) | One Hundred Fiftieth Supplemental Indenture dated as of September 6, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(64) |
| (d)(150) | One Hundred Fifty-First Supplemental Indenture dated as of September 6, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(64) |
| (d)(151) | One Hundred Fifty-Second Supplemental Indenture dated as of September 6, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(64) |
| (d)(152) | One Hundred Fifty-Third Supplemental Indenture dated as of September 12, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(65) |
| (d)(153) | One Hundred Fifty-Fourth Supplemental Indenture dated as of September 12, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(65) |
| (d)(154) | One Hundred Fifty-Fifth Supplemental Indenture dated as of September 12, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(65) |
| (d)(155) | One Hundred Fifty-Sixth Supplemental Indenture dated as of September 12, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(65) |
| (d)(156) | One Hundred Fifty-Seventh Supplemental Indenture dated as of September 19, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(66) |
| (d)(157) | One Hundred Fifty-Eighth Supplemental Indenture dated as of September 19, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(66) |
| (d)(158) | One Hundred Fifty-Ninth Supplemental Indenture dated as of September 19, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(66) |
| (d)(159) | One Hundred Sixtieth Supplemental Indenture dated as of September 19, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(66) |
| (d)(160) | One Hundred Sixty-First Supplemental Indenture dated as of September 26, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(67) |
| (d)(161) | One Hundred Sixty-Second Supplemental Indenture dated as of September 26, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(67) |
| (d)(162) | One Hundred Sixty-Third Supplemental Indenture dated as of September 26, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(67) |
| (d)(163) | One Hundred Sixty-Fourth Supplemental Indenture dated as of September 26, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(67) |
| (d)(164) | One Hundred Sixty-Fifth Supplemental Indenture dated as of October 3, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(68) |
| (d)(165) | One Hundred Sixty-Sixth Supplemental Indenture dated as of October 3, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(68) |

| Exhibit No. | Description |
|---|---|
| (d)(166) | One Hundred Sixty-Seventh Supplemental Indenture dated as of October 3, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(68) |
| (d)(167) | One Hundred Sixty-Eighth Supplemental Indenture dated as of October 3, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(68) |
| (d)(168) | One Hundred Sixty-Ninth Supplemental Indenture dated as of October 10, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(69) |
| (d)(169) | One Hundred Seventieth Supplemental Indenture dated as of October 10, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(69) |
| (d)(170) | One Hundred Seventy-First Supplemental Indenture dated as of October 10, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(69) |
| (d)(171) | One Hundred Seventy-Second Supplemental Indenture dated as of October 10, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(69) |
| (d)(172) | One Hundred Seventy-Third Supplemental Indenture dated as of October 18, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(70) |
| (d)(173) | One Hundred Seventy-Fourth Supplemental Indenture dated as of October 18, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(70) |
| (d)(174) | One Hundred Seventy-Fifth Supplemental Indenture dated as of October 18, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(70) |
| (d)(175) | One Hundred Seventy-Sixth Supplemental Indenture dated as of October 18, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(70) |
| (d)(176) | One Hundred Seventy-Seventh Supplemental Indenture dated as of October 24, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2016(71) |
| (d)(177) | One Hundred Seventy-Eighth Supplemental Indenture dated as of October 24, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(71) |
| (d)(178) | One Hundred Seventy-Ninth Supplemental Indenture dated as of October 24, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(71) |
| (d)(179) | One Hundred Eightieth Supplemental Indenture dated as of October 24, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2033(71) |
| (d)(180) | One Hundred Eighty-First Supplemental Indenture dated as of October 24, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2043(71) |
| (d)(181) | One Hundred Eighty-Second Supplemental Indenture dated as of October 31, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(72) |
| (d)(182) | One Hundred Eighty-Third Supplemental Indenture dated as of October 31, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(72) |
| (d)(183) | One Hundred Eighty-Fourth Supplemental Indenture dated as of October 31, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(72) |
| (d)(184) | One Hundred Eighty-Fifth Supplemental Indenture dated as of October 31, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(72) |
| (d)(185) | One Hundred Eighty-Sixth Supplemental Indenture dated as of October 31, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(72) |
| (d)(186) | One Hundred Eighty-Seventh Supplemental Indenture dated as of November 7, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(73) |
| (d)(187) | One Hundred Eighty-Eighth Supplemental Indenture dated as of November 7, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(73) |
| (d)(188) | One Hundred Eighty-Ninth Supplemental Indenture dated as of November 7, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(73) |
| (d)(189) | One Hundred Ninetieth Supplemental Indenture dated as of November 7, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(73) |
| (d)(190) | One Hundred Ninety-First Supplemental Indenture dated as of November 7, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(73) |
| (d)(191) | One Hundred Ninety-Second Supplemental Indenture dated as of November 15, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(74) |
| (d)(192) | One Hundred Ninety-Third Supplemental Indenture dated as of November 15, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(74) |

| Exhibit No. | Description |
|---|---|
| (d)(193) | One Hundred Ninety-Fourth Supplemental Indenture dated as of November 15, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(74) |
| (d)(194) | One Hundred Ninety-Fifth Supplemental Indenture dated as of November 15, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(74) |
| (d)(195) | One Hundred Ninety-Sixth Supplemental Indenture dated as of November 15, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(74) |
| (d)(196) | One Hundred Ninety-Seventh Supplemental Indenture dated as of November 21, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(75) |
| (d)(197) | One Hundred Ninety-Eighth Supplemental Indenture dated as of November 21, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(75) |
| (d)(198) | One Hundred Ninety-Ninth Supplemental Indenture dated as of November 21, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(75) |
| (d)(199) | Two Hundredth Supplemental Indenture dated as of November 21, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2028(75) |
| (d)(200) | Two Hundred First Supplemental Indenture dated as of November 21, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(75) |
| (d)(201) | Two Hundred Second Supplemental Indenture dated as of November 29, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(76) |
| (d)(202) | Two Hundred Third Supplemental Indenture dated as of November 29, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(76) |
| (d)(203) | Two Hundred Fourth Supplemental Indenture dated as of November 29, 2013, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2020(76) |
| (d)(204) | Two Hundred Fifth Supplemental Indenture dated as of November 29, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(76) |
| (d)(205) | Two Hundred Sixth Supplemental Indenture dated as of November 29, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(76) |
| (d)(206) | Two Hundred Seventh Supplemental Indenture dated as of December 5, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(77) |
| (d)(207) | Two Hundred Eighth Supplemental Indenture dated as of December 5, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(77) |
| (d)(208) | Two Hundred Tenth Supplemental Indenture dated as of December 5, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(77) |
| (d)(209) | Two Hundred Eleventh Supplemental Indenture dated as of December 5, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(77) |
| (d)(210) | Two Hundred Twelfth Supplemental Indenture dated as of December 12, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(78) |
| (d)(211) | Two Hundred Thirteenth Supplemental Indenture dated as of December 12, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(78) |
| (d)(212) | Two Hundred Fifteenth Supplemental Indenture dated as of December 12, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(78) |
| (d)(213) | Two Hundred Sixteenth Supplemental Indenture dated as of December 12, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(78) |
| (d)(214) | Two Hundred Seventeenth Supplemental Indenture dated as of December 19, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(79) |
| (d)(215) | Two Hundred Eighteenth Supplemental Indenture dated as of December 19, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(79) |
| (d)(216) | Two Hundred Twentieth Supplemental Indenture dated as of December 19, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(79) |
| (d)(217) | Two Hundred Twenty-First Supplemental Indenture dated as of December 19, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(79) |
| (d)(218) | Two Hundred Twenty-Second Supplemental Indenture dated as of December 27, 2013, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2017(80) |
| (d)(219) | Two Hundred Twenty-Third Supplemental Indenture dated as of December 27, 2013, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2018(80) |

| Exhibit No. | Description |
|---|---|
| (d)(220) | Two Hundred Twenty-Fifth Supplemental Indenture dated as of December 27, 2013, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(80) |
| (d)(221) | Two Hundred Twenty-Sixth Supplemental Indenture dated as of December 27, 2013, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2038(80) |
| (d)(222) | Two Hundred Twenty-Seventh Supplemental Indenture dated as of January 3, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(81) |
| (d)(223) | Two Hundred Twenty-Eighth Supplemental Indenture dated as of January 3, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(81) |
| (d)(224) | Two Hundred Twenty-Ninth Supplemental Indenture dated as of January 3, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(81) |
| (d)(225) | Two Hundred Thirtieth Supplemental Indenture dated as of January 3, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(81) |
| (d)(226) | Two Hundred Thirty-First Supplemental Indenture dated as of January 3, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(81) |
| (d)(227) | Two Hundred Thirty-Second Supplemental Indenture dated as of January 9, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(82) |
| (d)(228) | Two Hundred Thirty-Third Supplemental Indenture dated as of January 9, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(82) |
| (d)(229) | Two Hundred Thirty-Fourth Supplemental Indenture dated as of January 9, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(82) |
| (d)(230) | Two Hundred Thirty-Fifth Supplemental Indenture dated as of January 9, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(82) |
| (d)(231) | Two Hundred Thirty-Sixth Supplemental Indenture dated as of January 9, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(82) |
| (d)(232) | Two Hundred Thirty-Seventh Supplemental Indenture dated as of January 16, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(83) |
| (d)(233) | Two Hundred Thirty-Eighth Supplemental Indenture dated as of January 16, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(83) |
| (d)(234) | Two Hundred Thirty-Ninth Supplemental Indenture dated as of January 16, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(83) |
| (d)(235) | Two Hundred Fortieth Supplemental Indenture dated as of January 16, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(83) |
| (d)(236) | Two Hundred Forty-First Supplemental Indenture dated as of January 16, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(83) |
| (d)(237) | Two Hundred Forty-Second Supplemental Indenture dated as of January 24, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(84) |
| (d)(238) | Two Hundred Forty-Third Supplemental Indenture dated as of January 24, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(84) |
| (d)(239) | Two Hundred Forty-Fourth Supplemental Indenture dated as of January 24, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(84) |
| (d)(240) | Two Hundred Forty-Fifth Supplemental Indenture dated as of January 24, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(84) |
| (d)(241) | Two Hundred Forty-Sixth Supplemental Indenture dated as of January 24, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(84) |
| (d)(242) | Two Hundred Forty-Seventh Supplemental Indenture dated as of January 30, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(85) |
| (d)(243) | Two Hundred Forty-Eighth Supplemental Indenture dated as of January 30, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(85) |
| (d)(244) | Two Hundred Forty-Ninth Supplemental Indenture dated as of January 30, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(85) |
| (d)(245) | Two Hundred Fiftieth Supplemental Indenture dated as of January 30, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(85) |
| (d)(246) | Two Hundred Fifty-First Supplemental Indenture dated as of January 30, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(85) |

| Exhibit No. | Description |
|---|---|
| (d)(247) | Two Hundred Fifty-Second Supplemental Indenture dated as of February 6, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(86) |
| (d)(248) | Two Hundred Fifty-Third Supplemental Indenture dated as of February 6, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(86) |
| (d)(249) | Two Hundred Fifty-Fourth Supplemental Indenture dated as of February 6, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(86) |
| (d)(250) | Two Hundred Fifty-Fifth Supplemental Indenture dated as of February 6, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(86) |
| (d)(251) | Two Hundred Fifty-Sixth Supplemental Indenture dated as of February 6, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(86) |
| (d)(252) | Two Hundred Fifty-Seventh Supplemental Indenture dated as of February 13, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(87) |
| (d)(253) | Two Hundred Fifty-Eighth Supplemental Indenture dated as of February 13, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(87) |
| (d)(254) | Two Hundred Fifty-Ninth Supplemental Indenture dated as of February 13, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(87) |
| (d)(255) | Two Hundred Sixtieth Supplemental Indenture dated as of February 13, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(87) |
| (d)(256) | Two Hundred Sixty-First Supplemental Indenture dated as of February 13, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(87) |
| (d)(257) | Two Hundred Sixty-Seventh Supplemental Indenture dated as of February 19, 2014, to the U.S. Bank Indenture and Form of 4.75% Prospect Capital InterNote® due 2019(88) |
| (d)(258) | Two Hundred Sixty-Second Supplemental Indenture dated as of February 21, 2014, to the U.S. Bank Indenture and Form of 4.000% Prospect Capital InterNote® due 2018(89) |
| (d)(259) | Two Hundred Sixty-Third Supplemental Indenture dated as of February 21, 2014, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2019(89) |
| (d)(260) | Two Hundred Sixty-Fourth Supplemental Indenture dated as of February 21, 2014, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(89) |
| (d)(261) | Two Hundred Sixty-Fifth Supplemental Indenture dated as of February 21, 2014, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2026(89) |
| (d)(262) | Two Hundred Sixty-Sixth Supplemental Indenture dated as of February 21, 2014, to the U.S. Bank Indenture and Form of 6.500% Prospect Capital InterNote® due 2039(89) |
| (d)(263) | Two Hundred Sixty-Eighth Supplemental Indenture dated as of February 27, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(90) |
| (d)(264) | Two Hundred Sixty-Ninth Supplemental Indenture dated as of February 27, 2014, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(90) |
| (d)(265) | Two Hundred Seventieth Supplemental Indenture dated as of February 27, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(90) |
| (d)(266) | Two Hundred Seventy-First Supplemental Indenture dated as of February 27, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2026(90) |
| (d)(267) | Two Hundred Seventy-Second Supplemental Indenture dated as of February 27, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(90) |
| (d)(268) | Two Hundred Seventy-Third Supplemental Indenture dated as March 6, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(91) |
| (d)(269) | Two Hundred Seventy-Fourth Supplemental Indenture dated as of March 6, 2014, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(91) |
| (d)(270) | Two Hundred Seventy-Fifth Supplemental Indenture dated as of March 6, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(91) |
| (d)(271) | Two Hundred Seventy-Sixth Supplemental Indenture dated as of March 6, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2026(91) |
| (d)(272) | Two Hundred Seventy-Seventh Supplemental Indenture dated as of March 6, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(91) |
| (d)(273) | Supplement No. 1 to the Two Hundred Sixty-Seventh Supplemental Indenture dated as of March 11, 2014, to the U.S. Bank Indenture and Form of 4.75% Prospect Capital InterNote® due 2019(92) |

| Exhibit No. | Description |
|---|---|
| (d)(274) | Two Hundred Seventy-Eighth Supplemental Indenture dated as March 13, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(93) |
| (d)(275) | Two Hundred Seventy-Ninth Supplemental Indenture dated as of March 13, 2014, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(93) |
| (d)(276) | Two Hundred Eightieth Supplemental Indenture dated as of March 13, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(93) |
| (d)(277) | Two Hundred Eighty-First Supplemental Indenture dated as of March 13, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2026(93) |
| (d)(278) | Two Hundred Eighty-Second Supplemental Indenture dated as of March 13, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(93) |
| (d)(279) | Two Hundred Eighty-Fourth Supplemental Indenture dated as March 20, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(94) |
| (d)(280) | Two Hundred Eighty-Fifth Supplemental Indenture dated as of March 20, 2014, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(94) |
| (d)(281) | Two Hundred Eighty-Sixth Supplemental Indenture dated as of March 20, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(94) |
| (d)(282) | Two Hundred Eighty-Seventh Supplemental Indenture dated as of March 20, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2026(94) |
| (d)(283) | Two Hundred Eighty-Eighth Supplemental Indenture dated as of March 20, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(94) |
| (d)(284) | Two Hundred Eighty-Ninth Supplemental Indenture dated as March 27, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(95) |
| (d)(285) | Two Hundred Ninetieth Supplemental Indenture dated as of March 20, 2014, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2019(95) |
| (d)(286) | Two Hundred Ninety-First Supplemental Indenture dated as of March 27, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(95) |
| (d)(287) | Two Hundred Ninety-Second Supplemental Indenture dated as of March 27, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2026(95) |
| (d)(288) | Two Hundred Ninety-Third Supplemental Indenture dated as of March 27, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(95) |
| (d)(289) | Two Hundred Ninety-Fourth Supplemental Indenture dated as of April 3, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(96) |
| (d)(290) | Two Hundred Ninety-Fifth Supplemental Indenture dated as of April 3, 2014, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2019(96) |
| (d)(291) | Two Hundred Ninety-Sixth Supplemental Indenture dated as of April 3, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(96) |
| (d)(292) | Two Hundred Ninety-Seventh Supplemental Indenture dated as of April 3, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(96) |
| (d)(293) | Two Hundred Ninety-Eighth Supplemental Indenture dated as of April 3, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(96) |
| (d)(294) | Supplemental Indenture dated as of April 7, 2014, to the U.S. Bank Indenture and Form of 5.000% Senior Notes due 2019(97) |
| (d)(295) | Two Hundred Ninety-Ninth Supplemental Indenture dated as of April 10, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(98) |
| (d)(296) | Three Hundredth Supplemental Indenture dated as of April 10, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2019(98) |
| (d)(297) | Three Hundred First Supplemental Indenture dated as of April 10, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(98) |
| (d)(298) | Three Hundred Second Supplemental Indenture dated as of April 10, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(98) |
| (d)(299) | Three Hundred Third Supplemental Indenture dated as of April 10, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(98) |
| (d)(300) | Indenture dated as of April 11, 2014, by and between Prospect Capital Corporation and American Stock Transfer & Trust Company, as Trustee and Form of Global Note of 4.75% Senior Convertible Notes Due 2020(99) |

| Exhibit No. | Description |
|---|---|
| (d)(301) | Three Hundred Fourth Supplemental Indenture dated as of April 17, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(100) |
| (d)(302) | Three Hundred Fifth Supplemental Indenture dated as of April 17, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2019(100) |
| (d)(303) | Three Hundred Sixth Supplemental Indenture dated as of April 17, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(100) |
| (d)(304) | Three Hundred Seventh Supplemental Indenture dated as of April 17, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(100) |
| (d)(305) | Three Hundred Eighth Supplemental Indenture dated as of April 17, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(100) |
| (d)(306) | Three Hundred Ninth Supplemental Indenture dated as of April 24, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(101) |
| (d)(307) | Three Hundred Tenth Supplemental Indenture dated as of April 24, 2014, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2019(101) |
| (d)(308) | Three Hundred Eleventh Supplemental Indenture dated as of April 24, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(101) |
| (d)(309) | Three Hundred Twelfth Supplemental Indenture dated as of April 24, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(101) |
| (d)(310) | Three Hundred Thirteenth Supplemental Indenture dated as of April 24, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(101) |
| (d)(311) | Three Hundred Fourteenth Supplemental Indenture dated as of May 1, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(102) |
| (d)(312) | Three Hundred Fifteenth Supplemental Indenture dated as of May 1, 2014, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2019(102) |
| (d)(313) | Three Hundred Sixteenth Supplemental Indenture dated as of May 1, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(102) |
| (d)(314) | Three Hundred Seventeenth Supplemental Indenture dated as of May 1, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(102) |
| (d)(315) | Three Hundred Eighteenth Supplemental Indenture dated as of May 1, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(102) |
| (d)(316) | Three Hundred Nineteenth Supplemental Indenture dated as of May 8, 2014, to the U.S. Bank Indenture and Form of 3.750% Prospect Capital InterNote® due 2018(103) |
| (d)(317) | Three Hundred Twentieth Supplemental Indenture dated as of May 8, 2014, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2019(103) |
| (d)(318) | Three Hundred Twenty-First Supplemental Indenture dated as of May 8, 2014, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(103) |
| (d)(319) | Three Hundred Twenty-Second Supplemental Indenture dated as of May 8, 2014, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2024(103) |
| (d)(320) | Three Hundred Twenty-Third Supplemental Indenture dated as of May 8, 2014, to the U.S. Bank Indenture and Form of 6.250% Prospect Capital InterNote® due 2039(103) |
| (d)(321) | Three Hundred Twenty-Fourth Supplemental Indenture dated as of November 17, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(110) |
| (d)(322) | Three Hundred Twenty-Fifth Supplemental Indenture dated as of November 28, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(111) |
| (d)(323) | Three Hundred Twenty-Sixth Supplemental Indenture dated as of December 4, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(112) |
| (d)(324) | Three Hundred Twenty-Seventh Supplemental Indenture dated as of December 11, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(113) |
| (d)(325) | Three Hundred Twenty-Eighth Supplemental Indenture dated as of December 18, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(114) |
| (d)(326) | Three Hundred Twenty-Ninth Supplemental Indenture dated as of December 29, 2014, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(115) |
| (d)(327) | Three Hundred Thirtieth Supplemental Indenture dated as of January 2, 2015, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(116) |

| Exhibit No. | Description |
|---|---|
| (d)(328) | Three Hundred Thirty-First Supplemental Indenture dated as of January 8, 2015, to the U.S. Bank Indenture and Form of 4.250% Prospect Capital InterNote® due 2020(117) |
| (d)(329) | Three Hundred Thirty-Second Supplemental Indenture dated as of January 15, 2015, to the U.S. Bank Indenture and Form of 4.500% Prospect Capital InterNote® due 2020(118) |
| (d)(330) | Three Hundred Thirty-Third Supplemental Indenture dated as of January 23, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(119) |
| (d)(331) | Three Hundred Thirty-Fourth Supplemental Indenture dated as of January 29, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(120) |
| (d)(332) | Three Hundred Thirty-Fifth Supplemental Indenture dated as of February 5, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(121) |
| (d)(333) | Three Hundred Thirty-Sixth Supplemental Indenture dated as of February 20, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(122) |
| (d)(334) | Three Hundred Thirty-Seventh Supplemental Indenture dated as of February 26, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(123) |
| (d)(335) | Three Hundred Thirty-Eighth Supplemental Indenture dated as of March 5, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(124) |
| (d)(336) | Three Hundred Thirty-Ninth Supplemental Indenture dated as of March 12, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(125) |
| (d)(337) | Three Hundred Fortieth Supplemental Indenture dated as of March 19, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(126) |
| (d)(338) | Three Hundred Forty-First Supplemental Indenture dated as of March 26, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(127) |
| (d)(339) | Three Hundred Forty-Second Supplemental Indenture dated as of April 2, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(128) |
| (d)(340) | Three Hundred Forty-Third Supplemental Indenture dated as of April 9, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(129) |
| (d)(341) | Three Hundred Forty-Fourth Supplemental Indenture dated as of April 16, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(130) |
| (d)(342) | Three Hundred Forty-Fifth Supplemental Indenture dated as of April 16, 2015, to the U.S. Bank Indenture and Form of 3.375% to 6.375% Prospect Capital InterNote® due 2021(130) |
| (d)(343) | Three Hundred Forty-Sixth Supplemental Indenture dated as of April 23, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(131) |
| (d)(344) | Three Hundred Forty-Seventh Supplemental Indenture dated as of April 23, 2015, to the U.S. Bank Indenture and Form of 3.375% to 6.375% Prospect Capital InterNote® due 2021(131) |
| (d)(345) | Three Hundred Forty-Eighth Supplemental Indenture dated as of April 30, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(132) |
| (d)(346) | Three Hundred Forty-Ninth Supplemental Indenture dated as of April 30, 2015, to the U.S. Bank Indenture and Form of 3.375% to 6.375% Prospect Capital InterNote® due 2021(132) |
| (d)(347) | Three Hundred Fiftieth Supplemental Indenture dated as of May 7, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(133) |
| (d)(348) | Three Hundred Fifty-First Supplemental Indenture dated as of May 7, 2015, to the U.S. Bank Indenture and Form of 3.375% to 6.375% Prospect Capital InterNote® due 2021(133) |
| (d)(349) | Three Hundred Fifty-Second Supplemental Indenture dated as of May 21, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(134) |
| (d)(350) | Three Hundred Fifty-Third Supplemental Indenture dated as of May 29, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(135) |
| (d)(351) | Three Hundred Fifty-Fourth Supplemental Indenture dated as of May 29, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2022(135) |
| (d)(352) | Three Hundred Fifty-Fifth Supplemental Indenture dated as of June 4, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(136) |
| (d)(353) | Three Hundred Fifty-Sixth Supplemental Indenture dated as of June 4, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2022(136) |
| (d)(354) | Three Hundred Fifty-Seventh Supplemental Indenture dated as of June 11, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(137) |

| Exhibit No. | Description |
|---|---|
| (d)(355) | Three Hundred Fifty-Eighth Supplemental Indenture dated as of June 11, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2022(137) |
| (d)(356) | Three Hundred Fifty-Ninth Supplemental Indenture dated as of June 18, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(138) |
| (d)(357) | Three Hundred Sixtieth Supplemental Indenture dated as of June 18, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2021(138) |
| (d)(358) | Three Hundred Sixty-First Supplemental Indenture dated as of June 25, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(139) |
| (d)(359) | Three Hundred Sixty-Second Supplemental Indenture dated as of June 25, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2021(139) |
| (d)(360) | Three Hundred Sixty-Third Supplemental Indenture dated as of July 2, 2015, to the U.S. Bank Indenture and Form of 4.625% Prospect Capital InterNote® due 2020(140) |
| (d)(361) | Three Hundred Sixty-Fourth Supplemental Indenture dated as of July 2, 2015, to the U.S. Bank Indenture and Form of 5.100% Prospect Capital InterNote® due 2021(140) |
| (d)(362) | Three Hundred Sixty-Fifth Supplemental Indenture dated as of July 9, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(141) |
| (d)(363) | Three Hundred Sixty-Sixth Supplemental Indenture dated as of July 9, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(141) |
| (d)(364) | Three Hundred Sixty-Seventh Supplemental Indenture dated as of July 16, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(142) |
| (d)(365) | Three Hundred Sixty-Eighth Supplemental Indenture dated as of July 16, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(142) |
| (d)(366) | Three Hundred Sixty-Ninth Supplemental Indenture dated as of July 23, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(143) |
| (d)(367) | Three Hundred Seventieth Supplemental Indenture dated as of July 23, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(143) |
| (d)(368) | Three Hundred Seventy-First Supplemental Indenture dated as of July 30, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(144) |
| (d)(369) | Three Hundred Seventy-Second Supplemental Indenture dated as of July 30, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(144) |
| (d)(370) | Three Hundred Seventy-Third Supplemental Indenture dated as of August 6, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(145) |
| (d)(371) | Three Hundred Seventy-Fourth Supplemental Indenture dated as of August 6, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(145) |
| (d)(372) | Three Hundred Seventy-Fifth Supplemental Indenture dated as of August 13, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(146) |
| (d)(373) | Three Hundred Seventy-Sixth Supplemental Indenture dated as of August 13, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(146) |
| (d)(374) | Three Hundred Seventy-Seventh Supplemental Indenture dated as of August 20, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(147) |
| (d)(375) | Three Hundred Seventy-Eighth Supplemental Indenture dated as of August 20, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(147) |
| (d)(376) | Three Hundred Seventy-Ninth Supplemental Indenture dated as of August 27, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(148) |
| (d)(377) | Three Hundred Eightieth Supplemental Indenture dated as of August 27, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(148) |
| (d)(378) | Three Hundred Eighty-One Supplemental Indenture dated as of September 11, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(153) |
| (d)(379) | Three Hundred Eighty-Second Supplemental Indenture dated as of September 11, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(153) |
| (d)(380) | Three Hundred Eighty-Third Supplemental Indenture dated as of September 17, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(154) |
| (d)(381) | Three Hundred Eighty-Fourth Supplemental Indenture dated as of September 17, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(154) |

| Exhibit No. | Description |
|---|---|
| (d)(382) | Three Hundred Eighty-Fifth Supplemental Indenture dated as of September 24, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(155) |
| (d)(383) | Three Hundred Eighty-Sixth Supplemental Indenture dated as of September 24, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(155) |
| (d)(384) | Three Hundred Eighty-Seventh Supplemental Indenture dated as of October 1, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(156) |
| (d)(385) | Three Hundred Eighty-Eighth Supplemental Indenture dated as of October 1, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(156) |
| (d)(386) | Three Hundred Eighty-Ninth Supplemental Indenture dated as of October 8, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(157) |
| (d)(387) | Three Hundred Ninetieth Supplemental Indenture dated as of October 8, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(157) |
| (d)(388) | Three Hundred Ninety-First Supplemental Indenture dated as of October 16, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(159) |
| (d)(389) | Three Hundred Ninety-Second Supplemental Indenture dated as of October 16, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(159) |
| (d)(390) | Three Hundred Ninety-Third Supplemental Indenture dated as of October 22, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(160) |
| (d)(391) | Three Hundred Ninety-Fourth Supplemental Indenture dated as of October 22, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(160) |
| (d)(392) | Three Hundred Ninety-Fifth Supplemental Indenture dated as of October 29, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(161) |
| (d)(393) | Three Hundred Ninety-Sixth Supplemental Indenture dated as of October 29, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(161) |
| (d)(394) | Three Hundred Ninety-Seventh Supplemental Indenture dated as of November 4, 2015, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2020(163) |
| (d)(395) | Three Hundred Ninety-Eighth Supplemental Indenture dated as of November 4, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2022(163) |
| (d)(396) | Three Hundred Ninety-Ninth Supplemental Indenture dated as of November 19, 2015, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2020(164) |
| (d)(397) | Four Hundredth Supplemental Indenture dated as of November 19, 2015, to the U.S. Bank Indenture and Form of 5.625% Prospect Capital InterNote® due 2022(164) |
| (d)(398) | Four Hundred First Supplemental Indenture dated as of November 19, 2015, to the U.S. Bank Indenture and Form of 5.875% Prospect Capital InterNote® due 2025(164) |
| (d)(399) | Four Hundred Second Supplemental Indenture dated as of November 27, 2015, to the U.S. Bank Indenture and Form of 5.125% Prospect Capital InterNote® due 2020(165) |
| (d)(400) | Four Hundred Third Supplemental Indenture dated as of November 27, 2015, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2022(165) |
| (d)(401) | Four Hundred Fourth Supplemental Indenture dated as of November 27, 2015, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(165) |
| (d)(402) | Four Hundred Fifth Supplemental Indenture dated as of December 3, 2015, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2020(166) |
| (d)(403) | Four Hundred Sixth Supplemental Indenture dated as of December 3, 2015, to the U.S. Bank Indenture and Form of 5.750% Prospect Capital InterNote® due 2022(166) |
| (d)(404) | Four Hundred Seventh Supplemental Indenture dated as of December 3, 2015, to the U.S. Bank Indenture and Form of 6.000% Prospect Capital InterNote® due 2025(166) |
| (d)(405) | Supplemental Indenture dated as of December 10, 2015, to the U.S. Bank Indenture and Form of 6.250% Note due 2024(167) |
| (d)(406) | Four Hundred Eighth Supplemental Indenture dated as of December 17, 2015, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2020(168) |
| (d)(407) | Four Hundred Ninth Supplemental Indenture dated as of December 24, 2015, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2020(169) |
| (d)(408) | Four Hundred Tenth Supplemental Indenture dated as of December 31, 2015, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2020(170) |

| Exhibit No. | Description |
|---|---|
| (d)(409) | Four Hundred Eleventh Supplemental Indenture dated as of January 7, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(171) |
| (d)(410) | Four Hundred Twelfth Supplemental Indenture dated as of January 14, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(172) |
| (d)(411) | Four Hundred Thirteenth Supplemental Indenture dated as of January 22, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(173) |
| (d)(412) | Four Hundred Fourteenth Supplemental Indenture dated as of March 3, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(175) |
| (d)(413) | Four Hundred Fifteenth Supplemental Indenture dated as of March 10, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(176) |
| (d)(414) | Four Hundred Sixteenth Supplemental Indenture dated as of March 17, 2016, to the U.S. Bank Indenture and Form of 5.375% Prospect Capital InterNote® due 2021(177) |
| (d)(415) | Four Hundred Seventeenth Supplemental Indenture dated as of March 24, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(178) |
| (d)(416) | Four Hundred Eighteenth Supplemental Indenture dated as of March 31, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(179) |
| (d)(417) | Four Hundred Nineteenth Supplemental Indenture dated as of April 7, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(180) |
| (d)(418) | Four Hundred Twentieth Supplemental Indenture dated as of April 14, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(181) |
| (d)(419) | Four Hundred Twenty-First Supplemental Indenture dated as of April 21, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(182) |
| (d)(420) | Four Hundred Twenty-Second Supplemental Indenture dated as of April 28, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(183) |
| (d)(421) | Four Hundred Twenty-Third Supplemental Indenture dated as of May 5, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(184) |
| (d)(422) | Four Hundred Twenty-Fourth Supplemental Indenture dated as of May 12, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(185) |
| (d)(423) | Four Hundred Twenty-Fifth Supplemental Indenture dated as of May 26, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(186) |
| (d)(424) | Four Hundred Twenty-Sixth Supplemental Indenture dated as of June 3, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(187) |
| (d)(425) | Four Hundred Twenty-Seventh Supplemental Indenture dated as of June 9, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(188) |
| (d)(426) | Four Hundred Twenty-Eighth Supplemental Indenture dated as of June 16, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(189) |
| (d)(427) | Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture, and Form of 6.250% Note due 2024(190) |
| (d)(428) | Four Hundred Twenty-Ninth Supplemental Indenture dated as of June 23, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(190) |
| (d)(429) | Form of 6.250% Notes due 2024, Note 1, of an aggregate principal amount of $650,775.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(191) |
| (d)(430) | Form of 6.250% Notes due 2024, Note 2, of an aggregate principal amount of $538,575.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(191) |
| (d)(431) | Form of 6.250% Notes due 2024, Note 3, of an aggregate principal amount of $191,075.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(191) |
| (d)(432) | Four Hundred Thirtieth Supplemental Indenture dated as of June 30, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(191) |
| (d)(433) | Form of 6.250% Notes due 2024, Note 4, of an aggregate principal amount of $563,000.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(192) |
| (d)(434) | Form of 6.250% Notes due 2024, Note 5, of an aggregate principal amount of $323,825.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(192) |
| (d)(435) | Form of 6.250% Notes due 2024, Note 6, of an aggregate principal amount of $730,600.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(192) |

| Exhibit No. | Description |
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| (d)(436) | Form of 6.250% Notes due 2024, Note 7, of an aggregate principal amount of $265,125.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(192) |
| (d)(437) | Form of 6.250% Notes due 2024, Note 8, of an aggregate principal amount of $722,100.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(192) |
| (d)(438) | Four Hundred Thirty-First Supplemental Indenture dated as of July 8, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(192) |
| (d)(439) | Form of 6.250% Notes due 2024, Note 9, of an aggregate principal amount of $599,050.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(193) |
| (d)(440) | Form of 6.250% Notes due 2024, Note 10, of an aggregate principal amount of $807,500.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(193) |
| (d)(441) | Form of 6.250% Notes due 2024, Note 11, of an aggregate principal amount of $799,475.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(193) |
| (d)(442) | Form of 6.250% Notes due 2024, Note 12, of an aggregate principal amount of $501,625.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(193) |
| (d)(443) | Four Hundred Thirty-Second Supplemental Indenture dated as of July 14, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(193) |
| (d)(444) | Form of 6.250% Notes due 2024, Note 13, of an aggregate principal amount of $592,500.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(194) |
| (d)(445) | Form of 6.250% Notes due 2024, Note 14, of an aggregate principal amount of $581,250.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(194) |
| (d)(446) | Form of 6.250% Notes due 2024, Note 15, of an aggregate principal amount of $463,750.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(194) |
| (d)(447) | Form of 6.250% Notes due 2024, Note 16, of an aggregate principal amount of $836,475.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(194) |
| (d)(448) | Form of 6.250% Notes due 2024, Note 17, of an aggregate principal amount of $536,725.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(194) |
| (d)(449) | Four Hundred Thirty-Third Supplemental Indenture dated as of July 21, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(194) |
| (d)(450) | Form of 6.250% Notes due 2024, Note 18, of an aggregate principal amount of $1,746,400.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(195) |
| (d)(451) | Form of 6.250% Notes due 2024, Note 19, of an aggregate principal amount of $826,325.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(195) |
| (d)(452) | Form of 6.250% Notes due 2024, Note 20, of an aggregate principal amount of $838,525.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(195) |
| (d)(453) | Form of 6.250% Notes due 2024, Note 21, of an aggregate principal amount of $1,027,325.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(195) |
| (d)(454) | Form of 6.250% Notes due 2024, Note 22, of an aggregate principal amount of $1,329,050.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(195) |
| (d)(455) | Four Hundred Thirty-Fourth Supplemental Indenture dated as of July 28, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(195) |
| (d)(456) | Form of 6.250% Notes due 2024, Note 23, of an aggregate principal amount of $1,232,075.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(196) |
| (d)(457) | Form of 6.250% Notes due 2024, Note 24, of an aggregate principal amount of $1,273,150.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(196) |
| (d)(458) | Form of 6.250% Notes due 2024, Note 25, of an aggregate principal amount of $1,825,850.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(196) |
| (d)(459) | Form of 6.250% Notes due 2024, Note 26, of an aggregate principal amount of $902,650.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(196) |
| (d)(460) | Form of 6.250% Notes due 2024, Note 27, of an aggregate principal amount of $866,500.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(196) |
| (d)(461) | Four Hundred Thirty-Fifth Supplemental Indenture dated as of August 4, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(196) |
| (d)(462) | Form of 6.250% Notes due 2024, Note 28, of an aggregate principal amount of $1,284,800.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(197) |

| Exhibit No. | Description |
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| (d)(463) | Form of 6.250% Notes due 2024, Note 29, of an aggregate principal amount of $1,423,275.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(197) |
| (d)(464) | Form of 6.250% Notes due 2024, Note 30, of an aggregate principal amount of $1,424,750.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(197) |
| (d)(465) | Form of 6.250% Notes due 2024, Note 31, of an aggregate principal amount of $1,525,475.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(197) |
| (d)(466) | Form of 6.250% Notes due 2024, Note 32, of an aggregate principal amount of $1,335,200.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(197) |
| (d)(467) | Four Hundred Thirty-Sixth Supplemental Indenture dated as of August 11, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(197) |
| (d)(468) | Form of 6.250% Notes due 2024, Note 33, of an aggregate principal amount of $746,950.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(198) |
| (d)(469) | Form of 6.250% Notes due 2024, Note 34, of an aggregate principal amount of $1,254,725.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(198) |
| (d)(470) | Form of 6.250% Notes due 2024, Note 35, of an aggregate principal amount of $790,900.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(198) |
| (d)(471) | Form of 6.250% Notes due 2024, Note 36, of an aggregate principal amount of $1,477,725.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(198) |
| (d)(472) | Form of 6.250% Notes due 2024, Note 37, of an aggregate principal amount of $2,147,375.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(198) |
| (d)(473) | Four Hundred Thirty-Seventh Supplemental Indenture dated as of August 18, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(198) |
| (d)(474) | Form of 6.250% Notes due 2024, Note 38, of an aggregate principal amount of $1,502,000.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(199) |
| (d)(475) | Form of 6.250% Notes due 2024, Note 39, of an aggregate principal amount of $1,098,150.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(199) |
| (d)(476) | Form of 6.250% Notes due 2024, Note 40, of an aggregate principal amount of $719,375.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(199) |
| (d)(477) | Form of 6.250% Notes due 2024, Note 41, of an aggregate principal amount of $979,025.00, pursuant to the Supplemental Indenture dated as of June 22, 2016, to the U.S. Bank Indenture(199) |
| (d)(478) | Four Hundred Thirty-Eighth Supplemental Indenture dated as of August 25, 2016, to the U.S. Bank Indenture and Form of 5.500% Prospect Capital InterNote® due 2021(199) |
| (d)(479) | Four Hundred Thirty-Ninth Supplemental Indenture dated as of September 15, 2016, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(202) |
| (d)(480) | Four Hundred Fortieth Supplemental Indenture dated as of September 22, 2016, to the U.S. Bank Indenture and Form of 5.250% Prospect Capital InterNote® due 2021(203) |
| (d)(481) | Four Hundred Forty-First Supplemental Indenture dated as of September 29, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(204) |
| (d)(482) | Four Hundred Forty-Second Supplemental Indenture dated as of October 6, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(205) |
| (d)(483) | Four Hundred Forty-Third Supplemental Indenture dated as of October 14, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(206) |
| (d)(484) | Four Hundred Forty-Fourth Supplemental Indenture dated as of October 20, 2016, to the U.S. Bank Indenture and Form of 4.750% Prospect Capital InterNote® due 2021(208) |
| (d)(485) | Four Hundred Forty-Fifth Supplemental Indenture dated as of October 27, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(209) |
| (d)(486) | Four Hundred Forty-Sixth Supplemental Indenture dated as of November 3, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(210) |
| (d)(487) | Four Hundred Forty-Seventh Supplemental Indenture dated as of November 25, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(211) |
| (d)(488) | Four Hundred Forty-Eighth Supplemental Indenture dated as of December 1, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(212) |
| (d)(489) | Four Hundred Forty-Ninth Supplemental Indenture dated as of December 8, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(213) |

| Exhibit No. | Description |
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| (d)(490) | Four Hundred Fiftieth Supplemental Indenture dated as of December 15, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(214) |
| (d)(491) | Four Hundred Fifty-First Supplemental Indenture dated as of December 22, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(215) |
| (d)(492) | Four Hundred Fifty-Second Supplemental Indenture dated as of December 30, 2016, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2021(216) |
| (d)(493) | Four Hundred Fifty-Third Supplemental Indenture dated as of January 6, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(217) |
| (d)(494) | Four Hundred Fifty-Fourth Supplemental Indenture dated as of January 12, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(218) |
| (d)(495) | Four Hundred Fifty-Fifth Supplemental Indenture dated as of January 20, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(219) |
| (d)(496) | Four Hundred Fifty-Sixth Supplemental Indenture dated as of January 26, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(220) |
| (d)(497) | Four Hundred Fifty-Seventh Supplemental Indenture dated as of February 2, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(221) |
| (d)(498) | Four Hundred Fifty-Eighth Supplemental Indenture dated as of February 9, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(222) |
| (d)(499) | Four Hundred Fifty-Ninth Supplemental Indenture dated as of February 24, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(223) |
| (d)(500) | Four Hundred Sixtieth Supplemental Indenture dated as of March 2, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(224) |
| (d)(501) | Four Hundred Sixty-First Supplemental Indenture dated as of March 9, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(225) |
| (d)(502) | Four Hundred Sixty-Second Supplemental Indenture dated as of March 16, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(226) |
| (d)(503) | Four Hundred Sixty-Third Supplemental Indenture dated as of March 23, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(227) |
| (d)(504) | Four Hundred Sixty-Fourth Supplemental Indenture dated as of March 30, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(228) |
| (d)(505) | Four Hundred Sixty-Fifth Supplemental Indenture dated as of April 6, 2017, to the U.S. Bank Indenture and Form of 5.000% Prospect Capital InterNote® due 2022(229) |
| (d)(506) | Supplemental Indenture dated as of April 11, 2017, to the U.S. Bank Indenture, and Form of 4.950% Convertible Note due 2022(230) |
| (d)(507) | Four Hundred Sixty-Sixth Supplemental Indenture dated as of April 20, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(234) |
| (d)(508) | Four Hundred Sixty-Seventh Supplemental Indenture dated as of April 27, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(235) |
| (d)(509) | Four Hundred Sixty-Eighth Supplemental Indenture dated as of May 4, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(236) |
| (d)(510) | Four Hundred Sixty-Ninth Supplemental Indenture dated as of May 11, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(237) |
| (d)(511) | Four Hundred Seventieth Supplemental Indenture dated as of May 25, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(238) |
| (d)(512) | Four Hundred Seventy-First Supplemental Indenture dated as of June 2, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(239) |
| (d)(513) | Four Hundred Seventy-Second Supplemental Indenture dated as of June 8, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(240) |
| (d)(514) | Four Hundred Seventy-Third Supplemental Indenture dated as of June 15, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(241) |
| (d)(515) | Four Hundred Seventy-Fourth Supplemental Indenture dated as of June 22, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(242) |
| (d)(516) | Four Hundred Seventy-Fifth Supplemental Indenture dated as of June 29, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(243) |

| Exhibit No. | Description |
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| (d)(517) | Four Hundred Seventy-Sixth Supplemental Indenture dated as of July 7, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2022(244) |
| (d)(518) | Four Hundred Seventy-Seventh Supplemental Indenture dated as of July 7, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2024(244) |
| (d)(519) | Four Hundred Seventy-Eighth Supplemental Indenture dated as of July 13, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(245) |
| (d)(520) | Four Hundred Seventy-Ninth Supplemental Indenture dated as of July 13, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2024(245) |
| (d)(521) | Four Hundred Eightieth Supplemental Indenture dated as of July 20, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(246) |
| (d)(522) | Four Hundred Eighty-First Supplemental Indenture dated as of July 20, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2024(246) |
| (d)(523) | Four Hundred Eighty-Second Supplemental Indenture dated as of July 27, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(247) |
| (d)(524) | Four Hundred Eighty-Third Supplemental Indenture dated as of July 27, 2017, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2024(247) |
| (d)(525) | Four Hundred Eighty-Fourth Supplemental Indenture dated as of August 3, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(248) |
| (d)(526) | Four Hundred Eighty-Fifth Supplemental Indenture dated as of August 3, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2025(248) |
| (d)(527) | Four Hundred Eighty-Sixth Supplemental Indenture dated as of August 10, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(249) |
| (d)(528) | Four Hundred Eighty-Seventh Supplemental Indenture dated as of August 10, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2025(249) |
| (d)(529) | Four Hundred Eighty-Eighth Supplemental Indenture dated as of August 17, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(250) |
| (d)(530) | Four Hundred Eighty-Ninth Supplemental Indenture dated as of August 17, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2025(250) |
| (d)(531) | Four Hundred Ninetieth Supplemental Indenture dated as of August 24, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(251) |
| (d)(532) | Four Hundred Ninety-First Supplemental Indenture dated as of August 24, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2025(251) |
| (d)(533) | Four Hundred Ninety-Second Supplemental Indenture dated as of August 31, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2022(253) |
| (d)(534) | Four Hundred Ninety-Third Supplemental Indenture dated as of August 31, 2017, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2025(253) |
| (d)(535) | Four Hundred Ninety-Fourth Supplemental Indenture dated as of September 14, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(255) |
| (d)(536) | Four Hundred Ninety-Fifth Supplemental Indenture dated as of September 14, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(255) |
| (d)(537) | Four Hundred Ninety-Sixth Supplemental Indenture dated as of September 21, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(256) |
| (d)(538) | Four Hundred Ninety-Seventh Supplemental Indenture dated as of September 21, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(256) |
| (d)(539) | Four Hundred Ninety-Eighth Supplemental Indenture dated as of September 28, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(257) |
| (d)(540) | Four Hundred Ninety-Ninth Supplemental Indenture dated as of September 28, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(257) |
| (d)(541) | Five Hundredth Supplemental Indenture dated as of October 5, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(258) |
| (d)(542) | Five Hundred First Supplemental Indenture dated as of October 5, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(258) |
| (d)(543) | Five Hundred Second Supplemental Indenture dated as of October 13, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(259) |

| Exhibit No. | Description |
|---|---|
| (d)(544) | Five Hundred Third Supplemental Indenture dated as of October 13, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(259) |
| (d)(545) | Five Hundred Fourth Supplemental Indenture dated as of October 19, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(260) |
| (d)(546) | Five Hundred Fifth Supplemental Indenture dated as of October 19, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(260) |
| (d)(547) | Five Hundred Sixth Supplemental Indenture dated as of October 26, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(262) |
| (d)(548) | Five Hundred Seventh Supplemental Indenture dated as of October 26, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(262) |
| (d)(549) | Five Hundred Eighth Supplemental Indenture dated as of November 2, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(263) |
| (d)(550) | Five Hundred Ninth Supplemental Indenture dated as of November 2, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(263) |
| (d)(551) | Five Hundred Tenth Supplemental Indenture dated as of November 24, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(264) |
| (d)(552) | Five Hundred Eleventh Supplemental Indenture dated as of November 24, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(264) |
| (d)(553) | Five Hundred Twelfth Supplemental Indenture dated as of November 30, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(265) |
| (d)(554) | Five Hundred Thirteenth Supplemental Indenture dated as of November 30, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(265) |
| (d)(555) | Five Hundred Fourteenth Supplemental Indenture dated as of December 7, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(266) |
| (d)(556) | Five Hundred Fifteenth Supplemental Indenture dated as of December 7, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(266) |
| (d)(557) | Five Hundred Sixteenth Supplemental Indenture dated as of December 14, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(267) |
| (d)(558) | Five Hundred Seventeenth Supplemental Indenture dated as of December 14, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(267) |
| (d)(559) | Five Hundred Eighteenth Supplemental Indenture dated as of December 21, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(268) |
| (d)(560) | Five Hundred Nineteenth Supplemental Indenture dated as of December 21, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(268) |
| (d)(561) | Five Hundred Twentieth Supplemental Indenture dated as of December 29, 2017, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2022(269) |
| (d)(562) | Five Hundred Twenty-First Supplemental Indenture dated as of December 29, 2017, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2025(269) |
| (d)(563) | Five Hundred Twenty-Second Supplemental Indenture dated as of January 5, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(270) |
| (d)(564) | Five Hundred Twenty-Third Supplemental Indenture dated as of January 5, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(270) |
| (d)(565) | Five Hundred Twenty-Fourth Supplemental Indenture dated as of January 11, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(271) |
| (d)(566) | Five Hundred Twenty-Fifth Supplemental Indenture dated as of January 11, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(271) |
| (d)(567) | Five Hundred Twenty-Sixth Supplemental Indenture dated as of January 19, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(272) |
| (d)(568) | Five Hundred Twenty-Seventh Supplemental Indenture dated as of January 19, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(272) |
| (d)(569) | Five Hundred Twenty-Eighth Supplemental Indenture dated as of January 25, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(273) |
| (d)(570) | Five Hundred Twenty-Ninth Supplemental Indenture dated as of January 25, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(273) |

| Exhibit No. | Description |
|---|---|
| (d)(571) | Five Hundred Thirtieth Supplemental Indenture dated as of February 1, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(274) |
| (d)(572) | Five Hundred Thirty-First Supplemental Indenture dated as of February 1, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(274) |
| (d)(573) | Five Hundred Thirty-Second Supplemental Indenture dated as of February 8, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(275) |
| (d)(574) | Five Hundred Thirty-Third Supplemental Indenture dated as of February 8, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(275) |
| (d)(575) | Five Hundred Thirty-Fourth Supplemental Indenture dated as of February 23, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(276) |
| (d)(576) | Five Hundred Thirty-Fifth Supplemental Indenture dated as of February 23, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(276) |
| (d)(577) | Five Hundred Thirty-Sixth Supplemental Indenture dated as of March 1, 2018, to the U.S. Bank Indenture, and Form of 4.000% Prospect Capital InterNote® due 2023(277) |
| (d)(578) | Five Hundred Thirty-Seventh Supplemental Indenture dated as of March 1, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2026(277) |
| (d)(579) | Five Hundred Thirty-Eighth Supplemental Indenture dated as of March 8, 2018, to the U.S. Bank Indenture, and Form of 4.250% Prospect Capital InterNote® due 2023(278) |
| (d)(580) | Five Hundred Thirty-Ninth Supplemental Indenture dated as of March 8, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2026(278) |
| (d)(581) | Five Hundred Fortieth Supplemental Indenture dated as of March 15, 2018, to the U.S. Bank Indenture, and Form of 4.250% Prospect Capital InterNote® due 2023(279) |
| (d)(582) | Five Hundred Forty-First Supplemental Indenture dated as of March 15, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2026(279) |
| (d)(583) | Five Hundred Forty-Second Supplemental Indenture dated as of March 22, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(280) |
| (d)(584) | Five Hundred Forty-Third Supplemental Indenture dated as of March 22, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(280) |
| (d)(585) | Five Hundred Forty-Fourth Supplemental Indenture dated as of March 29, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(281) |
| (d)(586) | Five Hundred Forty-Fifth Supplemental Indenture dated as of March 29, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(281) |
| (d)(587) | Five Hundred Forty-Sixth Supplemental Indenture dated as of April 5, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(282) |
| (d)(588) | Five Hundred Forty-Seventh Supplemental Indenture dated as of April 5, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(282) |
| (d)(589) | Five Hundred Forty-Eighth Supplemental Indenture dated as of April 12, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(283) |
| (d)(590) | Five Hundred Forty-Ninth Supplemental Indenture dated as of April 12, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(283) |
| (d)(591) | Five Hundred Fiftieth Supplemental Indenture dated as of April 19, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(284) |
| (d)(592) | Five Hundred Fifty-First Supplemental Indenture dated as of April 19, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(284) |
| (d)(593) | Five Hundred Fifty-Second Supplemental Indenture dated as of April 26, 2018, to the U.S. Bank Indenture, and Form of 4.500% Prospect Capital InterNote® due 2023(285) |
| (d)(594) | Five Hundred Fifty-Third Supplemental Indenture dated as of April 26, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2026(285) |
| (d)(595) | Five Hundred Fifty-Fourth Supplemental Indenture dated as of May 3, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2023(286) |
| (d)(596) | Five Hundred Fifty-Fifth Supplemental Indenture dated as of May 3, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2026(286) |
| (d)(597) | Five Hundred Fifty-Sixth Supplemental Indenture dated as of May 10, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2023(287) |

| Exhibit No. | Description |
|---|---|
| (d)(598) | Five Hundred Fifty-Seventh Supplemental Indenture dated as of May 10, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2025(287) |
| (d)(599) | Form of Global Note of 4.95% Convertible Notes due 2022(289) |
| (d)(600) | Five Hundred Fifty-Eighth Supplemental Indenture dated as of May 24, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2023(293) |
| (d)(601) | Five Hundred Fifty-Ninth Supplemental Indenture dated as of May 24, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2025(293) |
| (d)(602) | Five Hundred Sixtieth Supplemental Indenture dated as of June 1, 2018, to the U.S. Bank Indenture, and Form of 4.750% Prospect Capital InterNote® due 2023(294) |
| (d)(603) | Five Hundred Sixty-First Supplemental Indenture dated as of June 1, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2025(294) |
| (d)(604) | Supplemental Indenture dated as of June 7, 2018, to the U.S. Bank Indenture, and Form of 6.250% Note due 2028(295) |
| (d)(605) | Form of Global Note of 5.875% Senior Notes due 2023(296) |
| (d)(606) | Five Hundred Sixty-Second Supplemental Indenture dated as of June 21, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(297) |
| (d)(607) | Five Hundred Sixty-Third Supplemental Indenture dated as of June 21, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2025(297) |
| (d)(608) | Five Hundred Sixty-Fourth Supplemental Indenture dated as of June 28, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(298) |
| (d)(609) | Five Hundred Sixty-Fifth Supplemental Indenture dated as of June 28, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2025(298) |
| (d)(610) | Supplemental Indenture dated as of July 2, 2018, to the U.S. Bank Indenture, and Form of 6.250% Note due 2024(299) |
| (d)(611) | Supplemental Indenture dated as of July 2, 2018, to the U.S. Bank Indenture, and Form of 6.250% Note due 2028(299) |
| (d)(612) | Five Hundred Sixty-Sixth Supplemental Indenture dated as of July 6, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(300) |
| (d)(613) | Five Hundred Sixty-Seventh Supplemental Indenture dated as of July 6, 2018, to the U.S. Bank Indenture, and Form of 5.500% Prospect Capital InterNote® due 2025(300) |
| (d)(614) | Five Hundred Sixty-Eighth Supplemental Indenture dated as of July 12, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(301) |
| (d)(615) | Five Hundred Sixty-Ninth Supplemental Indenture dated as of July 12, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2026(301) |
| (d)(616) | Five Hundred Seventieth Supplemental Indenture dated as of July 12, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(301) |
| (d)(617) | Five Hundred Seventy-First Supplemental Indenture dated as of July 19, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(302) |
| (d)(618) | Five Hundred Seventy-Second Supplemental Indenture dated as of July 19, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2026(302) |
| (d)(619) | Five Hundred Seventy-Third Supplemental Indenture dated as of July 19, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(302) |
| (d)(620) | Five Hundred Seventy-Fourth Supplemental Indenture dated as of July 26, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(303) |
| (d)(621) | Five Hundred Seventy-Fifth Supplemental Indenture dated as of July 26, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(303) |
| (d)(622) | Five Hundred Seventy-Sixth Supplemental Indenture dated as of July 26, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(303) |
| (d)(623) | Five Hundred Seventy-Seventh Supplemental Indenture dated as of August 2, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(304) |
| (d)(624) | Five Hundred Seventy-Eighth Supplemental Indenture dated as of August 2, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(304) |
| (d)(625) | Five Hundred Seventy-Ninth Supplemental Indenture dated as of August 2, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(304) |

| Exhibit No. | Description |
|---|---|
| (d)(626) | Five Hundred Eightieth Supplemental Indenture dated as of August 9, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(306) |
| (d)(627) | Five Hundred Eighty-First Supplemental Indenture dated as of August 9, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(306) |
| (d)(628) | Five Hundred Eighty-Second Supplemental Indenture dated as of August 9, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(306) |
| (d)(629) | Five Hundred Eighty-Third Supplemental Indenture dated as of August 16, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(307) |
| (d)(630) | Five Hundred Eighty-Fourth Supplemental Indenture dated as of August 16, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(307) |
| (d)(631) | Five Hundred Eighty-Fifth Supplemental Indenture dated as of August 16, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(307) |
| (d)(632) | Five Hundred Eighty-Sixth Supplemental Indenture dated as of August 23, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(308) |
| (d)(633) | Five Hundred Eighty-Seventh Supplemental Indenture dated as of August 23, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(308) |
| (d)(634) | Five Hundred Eighty-Eighth Supplemental Indenture dated as of August 23, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(308) |
| (d)(635) | Five Hundred Eighty-Ninth Supplemental Indenture dated as of August 30, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(309) |
| (d)(636) | Five Hundred Ninetieth Supplemental Indenture dated as of August 30, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(309) |
| (d)(637) | Five Hundred Ninety-First Supplemental Indenture dated as of August 30, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(309) |
| (d)(638) | Five Hundred Ninety-Second Supplemental Indenture dated as of September 13, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(311) |
| (d)(639) | Five Hundred Ninety-Third Supplemental Indenture dated as of September 13, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(311) |
| (d)(640) | Five Hundred Ninety-Fourth Supplemental Indenture dated as of September 13, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(311) |
| (d)(641) | Five Hundred Ninety-Fifth Supplemental Indenture dated as of September 20, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(312) |
| (d)(642) | Five Hundred Ninety-Sixth Supplemental Indenture dated as of September 20, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(312) |
| (d)(643) | Five Hundred Ninety-Seventh Supplemental Indenture dated as of September 20, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(312) |
| (d)(644) | Five Hundred Ninety-Eighth Supplemental Indenture dated as of September 27, 2018, to the U.S. Bank Indenture, and Form of 5.000% Prospect Capital InterNote® due 2023(313) |
| (d)(645) | Five Hundred Ninety-Ninth Supplemental Indenture dated as of September 27, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(313) |
| (d)(646) | Six Hundredth Supplemental Indenture dated as of September 27, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(313) |
| (d)(647) | Supplemental Indenture dated as of October 1, 2018, to the U.S. Bank Indenture(314) |
| (d)(648) | Form of 6.375% Senior Note due 2024(314) |
| (d)(649) | Six Hundred First Supplemental Indenture dated as of October 4, 2018, to the U.S. Bank Indenture, and Form of 5.250% Prospect Capital InterNote® due 2023(315) |
| (d)(650) | Six Hundred Second Supplemental Indenture dated as of October 4, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2025(315) |
| (d)(651) | Six Hundred Third Supplemental Indenture dated as of October 4, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2028(315) |
| (d)(652) | Six Hundred Fourth Supplemental Indenture dated as of October 12, 2018, to the U.S. Bank Indenture, and Form of 5.625% Prospect Capital InterNote® due 2023(316) |
| (d)(653) | Six Hundred Fifth Supplemental Indenture dated as of October 12, 2018, to the U.S. Bank Indenture, and Form of 5.875% Prospect Capital InterNote® due 2025(316) |

| Exhibit No. | Description |
|---|---|
| (d)(654) | Six Hundred Sixth Supplemental Indenture dated as of October 12, 2018, to the U.S. Bank Indenture, and Form of 6.125% Prospect Capital InterNote® due 2028(316) |
| (d)(655) | Six Hundred Seventh Supplemental Indenture dated as of October 18, 2018, to the U.S. Bank Indenture, and Form of 5.625% Prospect Capital InterNote® due 2023(317) |
| (d)(656) | Six Hundred Eighth Supplemental Indenture dated as of October 18, 2018, to the U.S. Bank Indenture, and Form of 5.875% Prospect Capital InterNote® due 2025(317) |
| (d)(657) | Six Hundred Ninth Supplemental Indenture dated as of October 18, 2018, to the U.S. Bank Indenture, and Form of 6.125% Prospect Capital InterNote® due 2028(317) |
| (d)(658) | Six Hundred Tenth Supplemental Indenture dated as of October 25, 2018, to the U.S. Bank Indenture, and Form of 5.625% Prospect Capital InterNote® due 2023(320) |
| (d)(659) | Six Hundred Eleventh Supplemental Indenture dated as of October 25, 2018, to the U.S. Bank Indenture, and Form of 5.875% Prospect Capital InterNote® due 2025(320) |
| (d)(660) | Six Hundred Twelfth Supplemental Indenture dated as of October 25, 2018, to the U.S. Bank Indenture, and Form of 6.125% Prospect Capital InterNote® due 2028(320) |
| (d)(661) | Six Hundred Thirteenth Supplemental Indenture dated as of November 1, 2018, to the U.S. Bank Indenture, and Form of 5.625% Prospect Capital InterNote® due 2023(321) |
| (d)(662) | Six Hundred Fourteenth Supplemental Indenture dated as of November 1, 2018, to the U.S. Bank Indenture, and Form of 5.875% Prospect Capital InterNote® due 2025(321) |
| (d)(663) | Six Hundred Fifteenth Supplemental Indenture dated as of November 1, 2018, to the U.S. Bank Indenture, and Form of 6.125% Prospect Capital InterNote® due 2028(321) |
| (d)(664) | Six Hundred Sixteenth Supplemental Indenture dated as of November 8, 2018, to the U.S. Bank Indenture, and Form of 5.625% Prospect Capital InterNote® due 2023(322) |
| (d)(665) | Six Hundred Seventeenth Supplemental Indenture dated as of November 8, 2018, to the U.S. Bank Indenture, and Form of 5.875% Prospect Capital InterNote® due 2025(322) |
| (d)(666) | Six Hundred Eighteenth Supplemental Indenture dated as of November 8, 2018, to the U.S. Bank Indenture, and Form of 6.125% Prospect Capital InterNote® due 2028(322) |
| (d)(667) | Six Hundred Nineteenth Supplemental Indenture dated as of November 23, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2023(324) |
| (d)(668) | Six Hundred Twentieth Supplemental Indenture dated as of November 23, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2025(324) |
| (d)(669) | Six Hundred Twenty-First Supplemental Indenture dated as of November 23, 2018, to the U.S. Bank Indenture, and Form of 6.250% Prospect Capital InterNote® due 2028(324) |
| (d)(670) | Six Hundred Twenty-Second Supplemental Indenture dated as of November 29, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2023(325) |
| (d)(671) | Six Hundred Twenty-Third Supplemental Indenture dated as of November 29, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2025(325) |
| (d)(672) | Six Hundred Twenty-Fourth Supplemental Indenture dated as of November 29, 2018, to the U.S. Bank Indenture, and Form of 6.250% Prospect Capital InterNote® due 2028(325) |
| (d)(673) | Supplemental Indenture dated as of December 5, 2018, to the U.S. Bank Indenture, and Form of 6.875% Senior Note due 2029(326) |
| (d)(674) | Six Hundred Twenty-Fifth Supplemental Indenture dated as of December 13, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2023(327) |
| (d)(675) | Six Hundred Twenty-Sixth Supplemental Indenture dated as of December 13, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2025(327) |
| (d)(676) | Six Hundred Twenty-Seventh Supplemental Indenture dated as of December 20, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2023(328) |
| (d)(677) | Six Hundred Twenty-Eighth Supplemental Indenture dated as of December 20, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2025(328) |
| (d)(678) | Six Hundred Twenty-Ninth Supplemental Indenture dated as of December 28, 2018, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2023(329) |
| (d)(679) | Six Hundred Thirtieth Supplemental Indenture dated as of December 28, 2018, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2025(329) |
| (d)(680) | Six Hundred Thirty-First Supplemental Indenture dated as of January 4, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(330) |

| Exhibit No. | Description |
|---|---|
| (d)(681) | Six Hundred Thirty-Second Supplemental Indenture dated as of January 4, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(330) |
| (d)(682) | Six Hundred Thirty-Third Supplemental Indenture dated as of January 10, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(331) |
| (d)(683) | Six Hundred Thirty-Fourth Supplemental Indenture dated as of January 10, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(331) |
| (d)(684) | Six Hundred Thirty-Fifth Supplemental Indenture dated as of January 17, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(332) |
| (d)(685) | Six Hundred Thirty-Sixth Supplemental Indenture dated as of January 17, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(332) |
| (d)(686) | Six Hundred Thirty-Seventh Supplemental Indenture dated as of January 25, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(333) |
| (d)(687) | Six Hundred Thirty-Eighth Supplemental Indenture dated as of January 25, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(333) |
| (d)(688) | Six Hundred Thirty-Ninth Supplemental Indenture dated as of January 25, 2019, to the U.S. Bank Indenture, and Form of 6.250% Prospect Capital InterNote® due 2029(333) |
| (d)(689) | Six Hundred Fortieth Supplemental Indenture dated as of January 31, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(334) |
| (d)(690) | Six Hundred Forty-First Supplemental Indenture dated as of January 31, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(334) |
| (d)(691) | Six Hundred Forty-Second Supplemental Indenture dated as of January 31, 2019, to the U.S. Bank Indenture, and Form of 6.250% Prospect Capital InterNote® due 2029(334) |
| (d)(692) | Six Hundred Forty-Third Supplemental Indenture dated as of February 7, 2019, to the U.S. Bank Indenture, and Form of 5.750% Prospect Capital InterNote® due 2024(335) |
| (d)(693) | Six Hundred Forty-Fourth Supplemental Indenture dated as of February 7, 2019, to the U.S. Bank Indenture, and Form of 6.000% Prospect Capital InterNote® due 2026(335) |
| (d)(694) | Six Hundred Forty-Fifth Supplemental Indenture dated as of February 7, 2019, to the U.S. Bank Indenture, and Form of 6.250% Prospect Capital InterNote® due 2029(335) |
| (d)(695) | Supplemental Indenture dated as of February 7, 2019, to the U.S. Bank Indenture and Form of 6.875% Note due 2029† |
| (e) | Dividend Reinvestment and Direct Stock Purchase Plan(174) |
| (f) | Not Applicable |
| (g) | Form of Investment Advisory Agreement between Registrant and Prospect Capital Management L.P.(2) |
| (h)(1) | Seventh Amended and Restated Selling Agent Agreement, dated November 9, 2018, by and among, the Registrant, Prospect Capital Management L.P., Prospect Administration LLC, Incapital LLC and the Agents named therein and added from time to time (323) |
| (h)(2) | Form of Equity Distribution Agreement(109) |
| (h)(3) | Underwriting Agreement, dated December 3, 2015(167) |
| (h)(4) | Form of Debt Distribution Agreement(201) |
| (h)(5) | Debt Distribution Agreement, dated July 2, 2018(299) |
| (h)(6) | Debt Distribution Agreement, dated July 2, 2018(299) |
| (h)(7) | Underwriting Agreement, dated November 28, 2018(326) |
| (h)(8) | Debt Distribution Agreement, dated February 7, 2019† |
| (h)(9) | Debt Distribution Agreement, dated February 7, 2019† |
| (h)(10) | Debt Distribution Agreement, dated February 7, 2019† |
| (i) | Not Applicable |
| (j)(1) | Amended and Restated Custody Agreement, dated as of September 23, 2014, by and between the Registrant and U.S. Bank National Association(106) |
| (j)(2) | Custody Agreement, dated as of April 24, 2013, by and between the Registrant and Israeli Discount Bank of New York Ltd.(5) |
| (j)(3) | Custody Agreement, dated as of October 28, 2013, by and between the Registrant and Fifth Third Bank(82) |
| (j)(4) | Custody Agreement, dated as of May 9, 2014, by and between the Registrant and Customers Bank(104) |

| Exhibit No. | Description |
|---|---|
| (j)(5) | Custody Agreement, dated as of May 9, 2014, by and between the Registrant and Peapack-Gladstone Bank(105) |
| (j)(6) | Custody Agreement, dated as of October 10, 2014, by and between Prospect Yield Corporation, LLC and U.S. Bank National Association(106) |
| (j)(7) | Custody Agreement, dated as of August 27, 2014, by and between the Registrant and BankUnited, N.A.(158) |
| (j)(8) | Third Amended and Restated Custody Agreement, dated as of November 6, 2015, by and between Prospect Small Business Lending, LLC and Deutsche Bank Trust Company Americas(252) |
| (k)(1) | Form of Administration Agreement between Registrant and Prospect Administration LLC(2) |
| (k)(2) | Form of Transfer Agency and Registrar Services Agreement(4) |
| (k)(3) | Form of Trademark License Agreement between the Registrant and Prospect Capital Investment Management, LLC(2) |
| (k)(4) | Sixth Amended and Restated Loan and Servicing Agreement, dated August 1, 2018, among Prospect Capital Funding LLC, Prospect Capital Corporation, the lenders from time to time party thereto, the managing agents from time to time party thereto, U.S. Bank National Association as Calculation Agent, Paying Agent and Documentation Agent, and KeyBank National Association as Facility Agent, Syndication Agent, Structuring Agent, Sole Lead Arranger and Sole Bookrunner(305) |
| (l)(1) | Opinion and Consent of Venable LLP, as special Maryland counsel for the Registrant(318) |
| (l)(2) | Opinion and Consent of Skadden, Arps, Slate, Meagher & Flom LLP, as special New York counsel for the Registrant(318) |
| (l)(3) | Opinion and Consent of Venable LLP, as special Maryland counsel for the Registrant(326) |
| (l)(4) | Opinion and Consent of Skadden, Arps, Slate, Meagher & Flom LLP, as special New York counsel for the Registrant(326) |
| (l)(5) | Opinion and Consent of Venable LLP, as special Maryland counsel for the Registrant† |
| (l)(6) | Opinion and Consent of Skadden, Arps, Slate, Meagher & Flom LLP, as special New York counsel for the Registrant† |
| (m) | Not Applicable |
| (n)(1) | Power of Attorney(318) |
| (n)(2) | Consent of independent registered public accounting firm (BDO USA, LLP)(319) |
| (n)(3) | Report of independent registered public accounting firm on “Senior Securities” table(319) |
| (n)(4) | Consent of independent registered public accounting firm (RSM US LLP)(319) |
| (n)(5) | Consent of certified public accountants (BDO USA, LLP)(319) |
| (o) | Not Applicable |
| (p) | Not Applicable |
| (q) | Not Applicable |
| (r) | Code of Ethics(203) |
| 99.1 | Form of Preliminary Prospectus Supplement For Common Stock Offerings(318) |
| 99.2 | Form of Preliminary Prospectus Supplement For Preferred Stock Offerings(318) |
| 99.3 | Form of Preliminary Prospectus Supplement For Debt Offerings(318) |
| 99.4 | Form of Preliminary Prospectus Supplement For Rights Offerings(318) |
| 99.5 | Form of Preliminary Prospectus Supplement For Warrant Offerings(318) |
| 99.6 | Form of Preliminary Prospectus Supplement For Unit Offerings(318) |

_____

(1) Incorporated by reference to Exhibit 3.1 of the Registrant’s Form 8-K, filed on May 9, 2014.

(2) Incorporated by reference from the Registrant’s Pre-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on July 6, 2004.

(3) Incorporated by reference to Exhibit 3.1 of the Registrant’s Form 8-K, filed on December 11, 2015.

(4) Incorporated by reference from the Registrant’s Pre-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on July 23, 2004.

(5) Incorporated by reference to Exhibit 10.258 of the Registrant’s Form 10-K, filed on August 21, 2013.

(6) Incorporated by reference to Exhibit 4.2 of the Registrant’s Form 8-K, filed on February 18, 2011.

(7) Incorporated by reference to Exhibit 4.1 of the Registrant’s Form 8-K, filed on December 21, 2010.

(8) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on February 18, 2011.
(9) Incorporated by reference from the Registrant's Registration Statement on Form N-2, filed on September 1, 2011.
(10) Incorporated by reference from the Registrant's Post-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on March 1, 2012.
(11) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on March 8, 2012.
(12) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on March 14, 2012.
(13) Incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K, filed on September 4, 2014.
(14) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on April 5, 2012.
(15) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on April 12, 2012.
(16) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on April 16, 2012.
(17) Incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K, filed on April 16, 2012.
(18) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on April 26, 2012.
(19) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on August 14, 2012.
(20) Incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K, filed on August 14, 2012.
(21) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on September 27, 2012.
(22) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on October 4, 2012.
(23) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 23, 2012.
(24) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on November 29, 2012.
(25) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on December 6, 2012.
(26) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on December 13, 2012.
(27) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on December 20, 2012.
(28) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on December 21, 2012.
(29) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on December 28, 2012.
(30) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on January 4, 2013.
(31) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on January 10, 2013.
(32) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on January 17, 2013.
(33) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on January 25, 2013.
(34) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on January 31, 2013.
(35) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on February 7, 2013.
(36) Incorporated by reference from the Registrant's Post-Effective Amendment No. 16 to the Registration Statement on Form N-2, filed on February 22, 2013.
(37) Incorporated by reference from the Registrant's Post-Effective Amendment No. 17 to the Registration Statement on Form N-2, filed on February 28, 2013.
(38) Incorporated by reference from the Registrant's Post-Effective Amendment No. 18 to the Registration Statement on Form N-2, filed on March 7, 2013.
(39) Incorporated by reference from the Registrant's Post-Effective Amendment No. 19 to the Registration Statement on Form N-2, filed on March 14, 2013.
(40) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on March 15, 2013.
(41) Incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K, filed on March 15, 2013.

(42) Incorporated by reference from the Registrant's Post-Effective Amendment No. 21 to the Registration Statement on Form N-2, filed on March 21, 2013.

(43) Incorporated by reference from the Registrant's Post-Effective Amendment No. 22 to the Registration Statement on Form N-2, filed on March 28, 2013.

(44) Incorporated by reference from the Registrant's Post-Effective Amendment No. 23 to the Registration Statement on Form N-2, filed on April 4, 2013.

(45) Incorporated by reference from the Registrant's Post-Effective Amendment No. 24 to the Registration Statement on Form N-2, filed on April 11, 2013.

(46) Incorporated by reference from the Registrant's Post-Effective Amendment No. 25 to the Registration Statement on Form N-2, filed on April 18, 2013.

(47) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on April 25, 2013.

(48) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on May 2, 2013.

(49) Incorporated by reference from the Registrant's Post-Effective Amendment No. 29 to the Registration Statement on Form N-2, filed on May 9, 2013.

(50) Incorporated by reference from the Registrant's Post-Effective Amendment No. 30 to the Registration Statement on Form N-2, filed on May 23, 2013.

(51) Incorporated by reference from the Registrant's Post-Effective Amendment No. 31 to the Registration Statement on Form N-2, filed on May 31, 2013.

(52) Incorporated by reference from the Registrant's Post-Effective Amendment No. 32 to the Registration Statement on Form N-2, filed on June 6, 2013.

(53) Incorporated by reference from the Registrant's Post-Effective Amendment No. 33 to the Registration Statement on Form N-2, filed on June 13, 2013.

(54) Incorporated by reference from the Registrant's Post-Effective Amendment No. 34 to the Registration Statement on Form N-2, filed on June 20, 2013.

(55) Incorporated by reference from the Registrant's Post-Effective Amendment No. 35 to the Registration Statement on Form N-2, filed on June 27, 2013.

(56) Incorporated by reference from the Registrant's Post-Effective Amendment No. 36 to the Registration Statement on Form N-2, filed on July 5, 2013.

(57) Incorporated by reference from the Registrant's Post-Effective Amendment No. 37 to the Registration Statement on Form N-2, filed on July 11, 2013.

(58) Incorporated by reference from the Registrant's Post-Effective Amendment No. 38 to the Registration Statement on Form N-2, filed on July 18, 2013.

(59) Incorporated by reference from the Registrant's Post-Effective Amendment No. 39 to the Registration Statement on Form N-2, filed on July 25, 2013.

(60) Incorporated by reference from the Registrant's Post-Effective Amendment No. 40 to the Registration Statement on Form N-2, filed on August 1, 2013.

(61) Incorporated by reference from the Registrant's Post-Effective Amendment No. 41 to the Registration Statement on Form N-2, filed on August 8, 2013.

(62) Incorporated by reference from the Registrant's Post-Effective Amendment No. 42 to the Registration Statement on Form N-2, filed on August 15, 2013.

(63) Incorporated by reference from the Registrant's Post-Effective Amendment No. 43 to the Registration Statement on Form N-2, filed on August 22, 2013.

(64) Incorporated by reference from the Registrant's Post-Effective Amendment No. 45 to the Registration Statement on Form N-2, filed on September 6, 2013.

(65) Incorporated by reference from the Registrant's Post-Effective Amendment No. 46 to the Registration Statement on Form N-2, filed on September 12, 2013.

(66) Incorporated by reference from the Registrant's Post-Effective Amendment No. 47 to the Registration Statement on Form N-2, filed on September 19, 2013.

(67) Incorporated by reference from the Registrant's Post-Effective Amendment No. 48 to the Registration Statement on Form N-2, filed on September 26, 2013.

(68) Incorporated by reference from the Registrant's Post-Effective Amendment No. 49 to the Registration Statement on Form N-2, filed on October 3, 2013.

(69) Incorporated by reference from the Registrant's Post-Effective Amendment No. 50 to the Registration Statement on Form N-2, filed on October 10, 2013.

(70) Incorporated by reference from the Registrant's Post-Effective Amendment No. 51 to the Registration Statement on Form N-2, filed on October 18, 2013.

(71) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on October 24, 2013.

(72) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on October 31, 2013.

(73) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on November 7, 2013.

(74) Incorporated by reference from the Registrant's Post-Effective Amendment No. 7 to the Registration Statement on Form N-2, filed on November 15, 2013.

(75) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on November 21, 2013.

(76) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on November 29, 2013.

(77) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on December 5, 2013.

(78) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on December 12, 2013.

(79) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on December 19, 2013.

(80) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on December 27, 2013.

(81) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on January 3, 2014.

(82) Incorporated by reference from the Registrant's Post-Effective Amendment No. 15 to the Registration Statement on Form N-2, filed on January 9, 2014.

(83) Incorporated by reference from the Registrant's Post-Effective Amendment No. 16 to the Registration Statement on Form N-2, filed on January 16, 2014.

(84) Incorporated by reference from the Registrant's Post-Effective Amendment No. 17 to the Registration Statement on Form N-2, filed on January 24, 2014.

(85) Incorporated by reference from the Registrant's Post-Effective Amendment No. 18 to the Registration Statement on Form N-2, filed on January 30, 2014.

(86) Incorporated by reference from the Registrant's Post-Effective Amendment No. 19 to the Registration Statement on Form N-2, filed on February 6, 2014.

(87) Incorporated by reference from the Registrant's Post-Effective Amendment No. 20 to the Registration Statement on Form N-2, filed on February 13, 2014.

(88) Incorporated by reference from the Registrant's Post-Effective Amendment No. 21 to the Registration Statement on Form N-2, filed on February 19, 2014.

(89) Incorporated by reference from the Registrant's Post-Effective Amendment No. 22 to the Registration Statement on Form N-2, filed on February 21, 2014.

(90) Incorporated by reference from the Registrant's Post-Effective Amendment No. 23 to the Registration Statement on Form N-2, filed on February 27, 2014.

(91) Incorporated by reference from the Registrant's Post-Effective Amendment No. 24 to the Registration Statement on Form N-2, filed on March 6, 2014.

(92) Incorporated by reference from the Registrant's Post-Effective Amendment No. 25 to the Registration Statement on Form N-2, filed on March 11, 2014.

(93) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on March 13, 2014.

(94) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on March 20, 2014.

(95) Incorporated by reference from the Registrant's Post-Effective Amendment No. 28 to the Registration Statement on Form N-2, filed on March 27, 2014.

(96) Incorporated by reference from the Registrant's Post-Effective Amendment No. 29 to the Registration Statement on Form N-2, filed on April 3, 2014.

(97) Incorporated by reference from the Registrant's Post-Effective Amendment No. 30 to the Registration Statement on Form N-2, filed on April 7, 2014.

(98) Incorporated by reference from the Registrant's Post-Effective Amendment No. 31 to the Registration Statement on Form N-2, filed on April 10, 2014.

(99) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on April 16, 2014.

(100) Incorporated by reference from the Registrant's Post-Effective Amendment No. 32 to the Registration Statement on Form N-2, filed on April 17, 2014.
(101) Incorporated by reference from the Registrant's Post-Effective Amendment No. 33 to the Registration Statement on Form N-2, filed on April 24, 2014.
(102) Incorporated by reference from the Registrant's Post-Effective Amendment No. 34 to the Registration Statement on Form N-2, filed on May 1, 2014.
(103) Incorporated by reference from the Registrant's Post-Effective Amendment No. 35 to the Registration Statement on Form N-2, filed on May 8, 2014.
(104) Incorporated by reference to Exhibit 10.12 of the Registrant's Form 10-K, filed on August 25, 2014.
(105) Incorporated by reference to Exhibit 10.13 of the Registrant's Form 10-K, filed on August 25, 2014.
(106) Incorporated by reference from the Registrant's Pre-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on October 14, 2014.
(107) Incorporated by reference to Exhibit 99.1 of the Registrant"s Form 10-K/A, filed on November 3, 2014.
(108) Incorporated by reference from the Registrant's Pre-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 3, 2014.
(109) Incorporated by reference from the Registrant's Post-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on November 3, 2014.
(110) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 20, 2014.
(111) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on November 28, 2014.
(112) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on December 4, 2014.
(113) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on December 11, 2014.
(114) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on December 18, 2014.
(115) Incorporated by reference from the Registrant's Post-Effective Amendment No. 7 to the Registration Statement on Form N-2, filed on December 29, 2014.
(116) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on January 5, 2015.
(117) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on January 8, 2015.
(118) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on January 15, 2015.
(119) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on January 23, 2015.
(120) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on January 29, 2015.
(121) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on February 5, 2015.
(122) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on February 20, 2015.
(123) Incorporated by reference from the Registrant's Post-Effective Amendment No. 15 to the Registration Statement on Form N-2, filed on February 26, 2015.
(124) Incorporated by reference from the Registrant's Post-Effective Amendment No. 16 to the Registration Statement on Form N-2, filed on March 5, 2015.
(125) Incorporated by reference from the Registrant's Post-Effective Amendment No. 17 to the Registration Statement on Form N-2, filed on March 12, 2015.
(126) Incorporated by reference from the Registrant's Post-Effective Amendment No. 18 to the Registration Statement on Form N-2, filed on March 19, 2015.
(127) Incorporated by reference from the Registrant's Post-Effective Amendment No. 19 to the Registration Statement on Form N-2, filed on March 26, 2015.
(128) Incorporated by reference from the Registrant's Post-Effective Amendment No. 20 to the Registration Statement on Form N-2, filed on April 2, 2015.
(129) Incorporated by reference from the Registrant's Post-Effective Amendment No. 21 to the Registration Statement on Form N-2, filed on April 9, 2015.

(130) Incorporated by reference from the Registrant's Post-Effective Amendment No. 22 to the Registration Statement on Form N-2, filed on April 16, 2015.
(131) Incorporated by reference from the Registrant's Post-Effective Amendment No. 23 to the Registration Statement on Form N-2, filed on April 23, 2015.
(132) Incorporated by reference from the Registrant's Post-Effective Amendment No. 24 to the Registration Statement on Form N-2, filed on April 29, 2015.
(133) Incorporated by reference from the Registrant's Post-Effective Amendment No. 25 to the Registration Statement on Form N-2, filed on May 7, 2015.
(134) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on May 21, 2015.
(135) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on May 29, 2015.
(136) Incorporated by reference from the Registrant's Post-Effective Amendment No. 28 to the Registration Statement on Form N-2, filed on June 4, 2015.
(137) Incorporated by reference from the Registrant's Post-Effective Amendment No. 29 to the Registration Statement on Form N-2, filed on June 11, 2015.
(138) Incorporated by reference from the Registrant's Post-Effective Amendment No. 30 to the Registration Statement on Form N-2, filed on June 18, 2015.
(139) Incorporated by reference from the Registrant's Post-Effective Amendment No. 31 to the Registration Statement on Form N-2, filed on June 25, 2015.
(140) Incorporated by reference from the Registrant's Post-Effective Amendment No. 32 to the Registration Statement on Form N-2, filed on July 2, 2015.
(141) Incorporated by reference from the Registrant's Post-Effective Amendment No. 33 to the Registration Statement on Form N-2, filed on July 9, 2015.
(142) Incorporated by reference from the Registrant's Post-Effective Amendment No. 34 to the Registration Statement on Form N-2, filed on July 16, 2015.
(143) Incorporated by reference from the Registrant's Post-Effective Amendment No. 35 to the Registration Statement on Form N-2, filed on July 23, 2015.
(144) Incorporated by reference from the Registrant's Post-Effective Amendment No. 36 to the Registration Statement on Form N-2, filed on July 30, 2015.
(145) Incorporated by reference from the Registrant's Post-Effective Amendment No. 37 to the Registration Statement on Form N-2, filed on August 6, 2015.
(146) Incorporated by reference from the Registrant's Post-Effective Amendment No. 38 to the Registration Statement on Form N-2, filed on August 13, 2015.
(147) Incorporated by reference from the Registrant's Post-Effective Amendment No. 39 to the Registration Statement on Form N-2, filed on August 20, 2015.
(148) Incorporated by reference from the Registrant's Post-Effective Amendment No. 40 to the Registration Statement on Form N-2, filed on August 27, 2015.
(149) Incorporated by reference to Exhibit 14 of the Registrant’s Form 10-K, filed on August 26, 2015.
(150) Incorporated by reference from the Registrant's Pre-Effective Registration Statement on Form N-2, filed on August 31, 2015.
(151) Incorporated by reference to Exhibit 99.1 of the Registrant’s Form 10-K/A, filed on September 11, 2015.
(152) Incorporated by reference to Exhibit 99.2 of the Registrant’s Form 10-K/A, filed on September 11, 2015.
(153) Incorporated by reference from the Registrant's Post-Effective Amendment No. 42 to the Registration Statement on Form N-2, filed on September 16, 2015.
(154) Incorporated by reference from the Registrant's Post-Effective Amendment No. 43 to the Registration Statement on Form N-2, filed on September 17, 2015.
(155) Incorporated by reference from the Registrant's Post-Effective Amendment No. 44 to the Registration Statement on Form N-2, filed on September 24, 2015.
(156) Incorporated by reference from the Registrant's Post-Effective Amendment No. 45 to the Registration Statement on Form N-2, filed on October 1, 2015.
(157) Incorporated by reference from the Registrant's Post-Effective Amendment No. 46 to the Registration Statement on Form N-2, filed on October 8, 2015.
(158) Incorporated by reference from the Registrant's Pre-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on October 9, 2015.
(159) Incorporated by reference from the Registrant's Post-Effective Amendment No. 47 to the Registration Statement on Form N-2, filed on October 16, 2015.

(160) Incorporated by reference from the Registrant's Post-Effective Amendment No. 48 to the Registration Statement on Form N-2, filed on October 22, 2015.

(161) Incorporated by reference from the Registrant's Post-Effective Amendment No. 49 to the Registration Statement on Form N-2, filed on October 29, 2015.

(162) Incorporated by reference from the Registrant's Pre-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 2, 2015.

(163) Incorporated by reference from the Registrant's Post-Effective Amendment No. 50 to the Registration Statement on Form N-2, filed on November 4, 2015.

(164) Incorporated by reference from the Registrant's Post-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on November 19, 2015.

(165) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 27, 2015.

(166) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on December 3, 2015.

(167) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on December 10, 2015.

(168) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on December 17, 2015.

(169) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on December 24, 2015.

(170) Incorporated by reference from the Registrant's Post-Effective Amendment No. 7 to the Registration Statement on Form N-2, filed on December 31, 2015.

(171) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on January 7, 2016.

(172) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on January 14, 2016.

(173) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on January 22, 2016.

(174) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on February 12, 2016.

(175) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on March 3, 2016.

(176) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on March 10, 2016.

(177) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on March 17, 2016.

(178) Incorporated by reference from the Registrant's Post-Effective Amendment No. 15 to the Registration Statement on Form N-2, filed on March 24, 2016.

(179) Incorporated by reference from the Registrant's Post-Effective Amendment No. 16 to the Registration Statement on Form N-2, filed on March 31, 2016.

(180) Incorporated by reference from the Registrant's Post-Effective Amendment No. 17 to the Registration Statement on Form N-2, filed on April 7, 2016.

(181) Incorporated by reference from the Registrant's Post-Effective Amendment No. 18 to the Registration Statement on Form N-2, filed on April 14, 2016.

(182) Incorporated by reference from the Registrant's Post-Effective Amendment No. 19 to the Registration Statement on Form N-2, filed on April 21, 2016.

(183) Incorporated by reference from the Registrant's Post-Effective Amendment No. 20 to the Registration Statement on Form N-2, filed on April 28, 2016.

(184) Incorporated by reference from the Registrant's Post-Effective Amendment No. 21 to the Registration Statement on Form N-2, filed on May 5, 2016.

(185) Incorporated by reference from the Registrant's Post-Effective Amendment No. 22 to the Registration Statement on Form N-2, filed on May 12, 2016.

(186) Incorporated by reference from the Registrant's Post-Effective Amendment No. 23 to the Registration Statement on Form N-2, filed on May 26, 2016.

(187) Incorporated by reference from the Registrant's Post-Effective Amendment No. 24 to the Registration Statement on Form N-2, filed on June 3, 2016.

(188) Incorporated by reference from the Registrant's Post-Effective Amendment No. 25 to the Registration Statement on Form N-2, filed on June 9, 2016.

(189) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on June 16, 2016.

(190) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on June 23, 2016.

(191) Incorporated by reference from the Registrant's Post-Effective Amendment No. 28 to the Registration Statement on Form N-2, filed on June 30, 2016.

(192) Incorporated by reference from the Registrant's Post-Effective Amendment No. 29 to the Registration Statement on Form N-2, filed on July 8, 2016.

(193) Incorporated by reference from the Registrant's Post-Effective Amendment No. 30 to the Registration Statement on Form N-2, filed on July 14, 2016.

(194) Incorporated by reference from the Registrant's Post-Effective Amendment No. 31 to the Registration Statement on Form N-2, filed on July 21, 2016.

(195) Incorporated by reference from the Registrant's Post-Effective Amendment No. 32 to the Registration Statement on Form N-2, filed on July 28, 2016.

(196) Incorporated by reference from the Registrant's Post-Effective Amendment No. 33 to the Registration Statement on Form N-2, filed on August 4, 2016.

(197) Incorporated by reference from the Registrant's Post-Effective Amendment No. 34 to the Registration Statement on Form N-2, filed on August 11, 2016.

(198) Incorporated by reference from the Registrant's Post-Effective Amendment No. 35 to the Registration Statement on Form N-2, filed on August 18, 2016.

(199) Incorporated by reference from the Registrant's Post-Effective Amendment No. 36 to the Registration Statement on Form N-2, filed on August 25, 2016.

(200) Incorporated by reference from the Registrant’s Pre-Effective Registration Statement on Form N-2, filed on August 31, 2016.

(201) Incorporated by reference from the Registrant's Post-Effective Amendment No. 37 to the Registration Statement on Form N-2, filed on September 1, 2016.

(202) Incorporated by reference from the Registrant's Post-Effective Amendment No. 38 to the Registration Statement on Form N-2, filed on September 15, 2016.

(203) Incorporated by reference from the Registrant's Post-Effective Amendment No. 39 to the Registration Statement on Form N-2, filed on September 22, 2016.

(204) Incorporated by reference from the Registrant's Post-Effective Amendment No. 40 to the Registration Statement on Form N-2, filed on September 29, 2016.

(205) Incorporated by reference from the Registrant's Post-Effective Amendment No. 41 to the Registration Statement on Form N-2, filed on October 6, 2016.

(206) Incorporated by reference from the Registrant's Post-Effective Amendment No. 42 to the Registration Statement on Form N-2, filed on October 14, 2016.

(207) Incorporated by reference from the Registrant’s Pre-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on October 19, 2016.

(208) Incorporated by reference from the Registrant's Post-Effective Amendment No. 43 to the Registration Statement on Form N-2, filed on October 20, 2016.

(209) Incorporated by reference from the Registrant's Post-Effective Amendment No. 44 to the Registration Statement on Form N-2, filed on October 27, 2016.

(210) Incorporated by reference from the Registrant's Post-Effective Amendment No. 45 to the Registration Statement on Form N-2, filed on November 3, 2016.

(211) Incorporated by reference from the Registrant's Post-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on November 25, 2016.

(212) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on December 1, 2016.

(213) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on December 8, 2016.

(214) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on December 15, 2016.

(215) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on December 22, 2016.

(216) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on December 30, 2016.

(217) Incorporated by reference from the Registrant's Post-Effective Amendment No. 7 to the Registration Statement on Form N-2, filed on January 6, 2017.

(218) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on January 12, 2017.
(219) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on January 20, 2017.
(220) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on January 26, 2017.
(221) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on February 2, 2017.
(222) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on February 9, 2017.
(223) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on February 24, 2017.
(224) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on March 2, 2017.
(225) Incorporated by reference from the Registrant's Post-Effective Amendment No. 15 to the Registration Statement on Form N-2, filed on March 9, 2017.
(226) Incorporated by reference from the Registrant's Post-Effective Amendment No. 16 to the Registration Statement on Form N-2, filed on March 16, 2017.
(227) Incorporated by reference from the Registrant's Post-Effective Amendment No. 17 to the Registration Statement on Form N-2, filed on March 23, 2017.
(228) Incorporated by reference from the Registrant's Post-Effective Amendment No. 18 to the Registration Statement on Form N-2, filed on March 30, 2017.
(229) Incorporated by reference from the Registrant's Post-Effective Amendment No. 19 to the Registration Statement on Form N-2, filed on April 6, 2017.
(230) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on April 11, 2017.
(231) Incorporated by reference to Exhibit 1.1 of the Registrant's Form 8-K, filed on April 11, 2017.
(232) Incorporated by reference to Exhibit 5.1 of the Registrant's Form 8-K, filed on April 11, 2017.
(233) Incorporated by reference to Exhibit 5.2 of the Registrant's Form 8-K, filed on April 11, 2017.
(234) Incorporated by reference from the Registrant's Post-Effective Amendment No. 21 to the Registration Statement on Form N-2, filed on April 20, 2017.
(235) Incorporated by reference from the Registrant's Post-Effective Amendment No. 22 to the Registration Statement on Form N-2, filed on April 27, 2017.
(236) Incorporated by reference from the Registrant's Post-Effective Amendment No. 23 to the Registration Statement on Form N-2, filed on May 4, 2017.
(237) Incorporated by reference from the Registrant's Post-Effective Amendment No. 24 to the Registration Statement on Form N-2, filed on May 11, 2017.
(238) Incorporated by reference from the Registrant's Post-Effective Amendment No. 25 to the Registration Statement on Form N-2, filed on May 25, 2017.
(239) Incorporated by reference from the Registrant's Post-Effective Amendment No. 26 to the Registration Statement on Form N-2, filed on June 2, 2017.
(240) Incorporated by reference from the Registrant's Post-Effective Amendment No. 27 to the Registration Statement on Form N-2, filed on June 8, 2017.
(241) Incorporated by reference from the Registrant's Post-Effective Amendment No. 28 to the Registration Statement on Form N-2, filed on June 15, 2017.
(242) Incorporated by reference from the Registrant's Post-Effective Amendment No. 29 to the Registration Statement on Form N-2, filed on June 22, 2017.
(243) Incorporated by reference from the Registrant's Post-Effective Amendment No. 30 to the Registration Statement on Form N-2, filed on June 29, 2017.
(244) Incorporated by reference from the Registrant's Post-Effective Amendment No. 31 to the Registration Statement on Form N-2, filed on July 7, 2017.
(245) Incorporated by reference from the Registrant's Post-Effective Amendment No. 32 to the Registration Statement on Form N-2, filed on July 13, 2017.
(246) Incorporated by reference from the Registrant's Post-Effective Amendment No. 33 to the Registration Statement on Form N-2, filed on July 20, 2017.
(247) Incorporated by reference from the Registrant's Post-Effective Amendment No. 34 to the Registration Statement on Form N-2, filed on July 27, 2017.
(248) Incorporated by reference from the Registrant's Post-Effective Amendment No. 35 to the Registration Statement on Form N-2, filed on August 3, 2017.

(249) Incorporated by reference from the Registrant's Post-Effective Amendment No. 36 to the Registration Statement on Form N-2, filed on August 10, 2017.

(250) Incorporated by reference from the Registrant's Post-Effective Amendment No. 37 to the Registration Statement on Form N-2, filed on August 17, 2017.

(251) Incorporated by reference from the Registrant's Post-Effective Amendment No. 38 to the Registration Statement on Form N-2, filed on August 24, 2017.

(252) Incorporated by reference from the Registrant's Post-Effective Amendment No. 39 to the Registration Statement on Form N-2, filed on August 30, 2017.

(253) Incorporated by reference from the Registrant's Post-Effective Amendment No. 40 to the Registration Statement on Form N-2, filed on August 31, 2017.

(254) Incorporated by reference from the Registrant's Post-Effective Amendment No. 41 to the Registration Statement on Form N-2, filed on September 1, 2017.

(255) Incorporated by reference from the Registrant's Post-Effective Amendment No. 42 to the Registration Statement on Form N-2, filed on September 14, 2017.

(256) Incorporated by reference from the Registrant's Post-Effective Amendment No. 43 to the Registration Statement on Form N-2, filed on September 21, 2017.

(257) Incorporated by reference from the Registrant's Post-Effective Amendment No. 44 to the Registration Statement on Form N-2, filed on September 28, 2017.

(258) Incorporated by reference from the Registrant's Post-Effective Amendment No. 45 to the Registration Statement on Form N-2, filed on October 5, 2017.

(259) Incorporated by reference from the Registrant's Post-Effective Amendment No. 46 to the Registration Statement on Form N-2, filed on October 13, 2017.

(260) Incorporated by reference from the Registrant's Post-Effective Amendment No. 47 to the Registration Statement on Form N-2, filed on October 19, 2017.

(261) Incorporated by reference from the Registrant's Post-Effective Amendment No. 48 to the Registration Statement on Form N-2, filed on October 20, 2017.

(262) Incorporated by reference from the Registrant's Post-Effective Amendment No. 49 to the Registration Statement on Form N-2, filed on October 26, 2017.

(263) Incorporated by reference from the Registrant's Post-Effective Amendment No. 51 to the Registration Statement on Form N-2, filed on November 2, 2017.

(264) Incorporated by reference from the Registrant's Post-Effective Amendment No. 52 to the Registration Statement on Form N-2, filed on November 24, 2017.

(265) Incorporated by reference from the Registrant's Post-Effective Amendment No. 53 to the Registration Statement on Form N-2, filed on November 30, 2017.

(266) Incorporated by reference from the Registrant's Post-Effective Amendment No. 54 to the Registration Statement on Form N-2, filed on December 7, 2017.

(267) Incorporated by reference from the Registrant's Post-Effective Amendment No. 55 to the Registration Statement on Form N-2, filed on December 14, 2017.

(268) Incorporated by reference from the Registrant's Post-Effective Amendment No. 56 to the Registration Statement on Form N-2, filed on December 21, 2017.

(269) Incorporated by reference from the Registrant's Post-Effective Amendment No. 57 to the Registration Statement on Form N-2, filed on December 29, 2017.

(270) Incorporated by reference from the Registrant's Post-Effective Amendment No. 58 to the Registration Statement on Form N-2, filed on January 5, 2018.

(271) Incorporated by reference from the Registrant's Post-Effective Amendment No. 59 to the Registration Statement on Form N-2, filed on January 11, 2018.

(272) Incorporated by reference from the Registrant's Post-Effective Amendment No. 60 to the Registration Statement on Form N-2, filed on January 19, 2018.

(273) Incorporated by reference from the Registrant's Post-Effective Amendment No. 61 to the Registration Statement on Form N-2, filed on January 25, 2018.

(274) Incorporated by reference from the Registrant's Post-Effective Amendment No. 62 to the Registration Statement on Form N-2, filed on February 1, 2018.

(275) Incorporated by reference from the Registrant's Post-Effective Amendment No. 63 to the Registration Statement on Form N-2, filed on February 8, 2018.

(276) Incorporated by reference from the Registrant's Post-Effective Amendment No. 64 to the Registration Statement on Form N-2, filed on February 23, 2018.

(277) Incorporated by reference from the Registrant's Post-Effective Amendment No. 65 to the Registration Statement on Form N-2, filed on March 1, 2018.

(278) Incorporated by reference from the Registrant's Post-Effective Amendment No. 66 to the Registration Statement on Form N-2, filed on March 8, 2018.
(279) Incorporated by reference from the Registrant's Post-Effective Amendment No. 67 to the Registration Statement on Form N-2, filed on March 15, 2018.
(280) Incorporated by reference from the Registrant's Post-Effective Amendment No. 68 to the Registration Statement on Form N-2, filed on March 22, 2018.
(281) Incorporated by reference from the Registrant's Post-Effective Amendment No. 69 to the Registration Statement on Form N-2, filed on March 29, 2018.
(282) Incorporated by reference from the Registrant's Post-Effective Amendment No. 70 to the Registration Statement on Form N-2, filed on April 5, 2018.
(283) Incorporated by reference from the Registrant's Post-Effective Amendment No. 71 to the Registration Statement on Form N-2, filed on April 12, 2018.
(284) Incorporated by reference from the Registrant's Post-Effective Amendment No. 72 to the Registration Statement on Form N-2, filed on April 19, 2018.
(285) Incorporated by reference from the Registrant's Post-Effective Amendment No. 73 to the Registration Statement on Form N-2, filed on April 26, 2018.
(286) Incorporated by reference from the Registrant's Post-Effective Amendment No. 74 to the Registration Statement on Form N-2, filed on May 3, 2018.
(287) Incorporated by reference from the Registrant's Post-Effective Amendment No. 75 to the Registration Statement on Form N-2, filed on May 10, 2018.
(288) Incorporated by reference from the Registrant's Post-Effective Amendment No. 76 to the Registration Statement on Form N-2, filed on May 11, 2018.
(289) Incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K, filed on May 18, 2018.
(290) Incorporated by reference to Exhibit 1.1 of the Registrant's Form 8-K, filed on May 18, 2018.
(291) Incorporated by reference to Exhibit 5.1 of the Registrant's Form 8-K, filed on May 18, 2018.
(292) Incorporated by reference to Exhibit 5.2 of the Registrant's Form 8-K, filed on May 18, 2018.
(293) Incorporated by reference from the Registrant's Post-Effective Amendment No. 78 to the Registration Statement on Form N-2, filed on May 24, 2018.
(294) Incorporated by reference from the Registrant's Post-Effective Amendment No. 79 to the Registration Statement on Form N-2, filed on June 1, 2018.
(295) Incorporated by reference from the Registrant's Post-Effective Amendment No. 80 to the Registration Statement on Form N-2, filed on June 7, 2018.
(296) Incorporated by reference from the Registrant's Post-Effective Amendment No. 81 to the Registration Statement on Form N-2, filed on June 20, 2018.
(297) Incorporated by reference from the Registrant's Post-Effective Amendment No. 82 to the Registration Statement on Form N-2, filed on June 21, 2018.
(298) Incorporated by reference from the Registrant's Post-Effective Amendment No. 83 to the Registration Statement on Form N-2, filed on June 28, 2018.
(299) Incorporated by reference from the Registrant's Post-Effective Amendment No. 84 to the Registration Statement on Form N-2, filed on July 2, 2018.
(300) Incorporated by reference from the Registrant's Post-Effective Amendment No. 85 to the Registration Statement on Form N-2, filed on July 6, 2018.
(301) Incorporated by reference from the Registrant's Post-Effective Amendment No. 86 to the Registration Statement on Form N-2, filed on July 12, 2018.
(302) Incorporated by reference from the Registrant's Post-Effective Amendment No. 87 to the Registration Statement on Form N-2, filed on July 19, 2018.
(303) Incorporated by reference from the Registrant's Post-Effective Amendment No. 88 to the Registration Statement on Form N-2, filed on July 26, 2018.
(304) Incorporated by reference from the Registrant's Post-Effective Amendment No. 89 to the Registration Statement on Form N-2, filed on August 2, 2018.
(305) Incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K, filed on August 6, 2018.
(306) Incorporated by reference from the Registrant's Post-Effective Amendment No. 90 to the Registration Statement on Form N-2, filed on August 9, 2018.
(307) Incorporated by reference from the Registrant's Post-Effective Amendment No. 91 to the Registration Statement on Form N-2, filed on August 16, 2018.
(308) Incorporated by reference from the Registrant's Post-Effective Amendment No. 92 to the Registration Statement on Form N-2, filed on August 23, 2018.

(309) Incorporated by reference from the Registrant's Post-Effective Amendment No. 93 to the Registration Statement on Form N-2, filed on August 30, 2018.
(310) Incorporated by reference from the Registrant's Post-Effective Amendment No. 94 to the Registration Statement on Form N-2, filed on August 31, 2018.
(311) Incorporated by reference from the Registrant's Post-Effective Amendment No. 95 to the Registration Statement on Form N-2, filed on September 13, 2018.
(312) Incorporated by reference from the Registrant's Post-Effective Amendment No. 96 to the Registration Statement on Form N-2, filed on September 20, 2018.
(313) Incorporated by reference from the Registrant's Post-Effective Amendment No. 97 to the Registration Statement on Form N-2, filed on September 27, 2018.
(314) Incorporated by reference from the Registrant's Post-Effective Amendment No. 98 to the Registration Statement on Form N-2, filed on October 1, 2018.
(315) Incorporated by reference from the Registrant's Post-Effective Amendment No. 99 to the Registration Statement on Form N-2, filed on October 4, 2018.
(316) Incorporated by reference from the Registrant's Post-Effective Amendment No. 100 to the Registration Statement on Form N-2, filed on October 12, 2018.
(317) Incorporated by reference from the Registrant's Post-Effective Amendment No. 101 to the Registration Statement on Form N-2, filed on October 18, 2018.
(318) Incorporated by reference from the Registrant's Registration Statement on Form N-2, filed on August 31, 2018.
(319) Incorporated by reference from the Registrant's Pre-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on October 23, 2018.
(320) Incorporated by reference from the Registrant's Post-Effective Amendment No. 102 to the Registration Statement on Form N-2, filed on October 25, 2018.
(321) Incorporated by reference from the Registrant's Post-Effective Amendment No. 103 to the Registration Statement on Form N-2, filed on November 1, 2018.
(322) Incorporated by reference from the Registrant's Post-Effective Amendment No. 1 to the Registration Statement on Form N-2, filed on November 8, 2018.
(323) Incorporated by reference from the Registrant's Post-Effective Amendment No. 2 to the Registration Statement on Form N-2, filed on November 9, 2018.
(324) Incorporated by reference from the Registrant's Post-Effective Amendment No. 3 to the Registration Statement on Form N-2, filed on November 23, 2018.
(325) Incorporated by reference from the Registrant's Post-Effective Amendment No. 4 to the Registration Statement on Form N-2, filed on November 29, 2018.
(326) Incorporated by reference from the Registrant's Post-Effective Amendment No. 5 to the Registration Statement on Form N-2, filed on December 6, 2018.
(327) Incorporated by reference from the Registrant's Post-Effective Amendment No. 6 to the Registration Statement on Form N-2, filed on December 13, 2018.
(328) Incorporated by reference from the Registrant's Post-Effective Amendment No. 7 to the Registration Statement on Form N-2, filed on December 20, 2018.
(329) Incorporated by reference from the Registrant's Post-Effective Amendment No. 8 to the Registration Statement on Form N-2, filed on December 28, 2018.
(330) Incorporated by reference from the Registrant's Post-Effective Amendment No. 9 to the Registration Statement on Form N-2, filed on January 4, 2019.
(331) Incorporated by reference from the Registrant's Post-Effective Amendment No. 10 to the Registration Statement on Form N-2, filed on January 10, 2019.
(332) Incorporated by reference from the Registrant's Post-Effective Amendment No. 11 to the Registration Statement on Form N-2, filed on January 17, 2019.
(333) Incorporated by reference from the Registrant's Post-Effective Amendment No. 12 to the Registration Statement on Form N-2, filed on January 25, 2019.
(334) Incorporated by reference from the Registrant's Post-Effective Amendment No. 13 to the Registration Statement on Form N-2, filed on January 31, 2019.
(335) Incorporated by reference from the Registrant's Post-Effective Amendment No. 14 to the Registration Statement on Form N-2, filed on February 7, 2019.

† Filed herewith.
* To be filed by amendment.

**ITEM 26.** ***MARKETING ARRANGEMENTS***

The information contained under the heading “Plan of Distribution” on this Registration Statement is incorporated herein by reference and any information concerning any underwriters will be contained in the accompanying prospectus supplement, if any.

**ITEM 27.** ***OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION***

| | | |
|---|---|---|
| Commission registration fee | $ | 519,887 |
| NASDAQ Global Select Additional Listing Fees | | 100,000 |
| Accounting fees and expenses* | | 500,000 |
| Legal fees and expenses* | | 1,000,000 |
| Printing and engraving* | | 500,000 |
| Miscellaneous fees and expenses* | | 100,000 |
| Total | $ | 2,719,887 |

* These amounts are estimates.

All of the expenses set forth above shall be borne by the Company.

**ITEM 28.** ***PERSONS CONTROLLED BY OR UNDER COMMON CONTROL***

As of October 19, 2018, the following list sets forth entities in which the Registrant owns a controlling interest, the state under whose laws the entity is organized, and the percentage of voting securities or membership interests owned by the Registrant in such entity.

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| SB Forging Company, Inc. (Delaware)* | 100.0% |
| Arctic Oilfield Equipment USA, Inc. (Delaware)* | 100.0% |
| Arctic Energy Services, LLC (Delaware) | 70.0% |
| CP Holdings of Delaware LLC (Delaware)* | 100.0% |
| CP Energy Services Inc. (Delaware) | 82.3% |
| CP Well Testing, LLC (Delaware) | 82.3% |
| ProHaul Transports, LLC (Oklahoma) | 82.3% |
| Wright Foster Disposals, LLC (Delaware) | 82.3% |
| Wright Trucking, Inc. (Delaware) | 82.3% |
| Foster Testing Co., Inc. (Delaware) | 82.3% |
| Echelon Aviation LLC (Delaware) | 100.0% |
| Echelon Aviation II, LLC (Delaware) | 100.0% |
| Echelon Prime Coöperatief U.A. (Netherlands) | 100.0% |
| Echelon Ireland Madison One Limited (Ireland) | 100.0% |
| AerLift Leasing Limited (Isle of Man) | 60.7% |
| AerLift Leasing Jet Limited (Ireland) | 50.0% |
| AerLift Aircraft Leasing Limited (Isle of Man) | 60.7% |
| AerLift Leasing Isle of Man MSN 28415 Limited (Isle of Man) | 60.7% |
| Alpha Fifteenth Waha Lease Limited (Isle of Man) | 60.7% |
| Bravo Fifteenth Waha Lease Limited (Isle of Man) | 60.7% |
| Fourteenth Waha Lease Limited (Isle of Man) | 60.7% |
| Wahaflot Leasing 963 (Bermuda) Limited (Bermuda) | 60.7% |
| Wahaflot Leasing 1 Limited (Cyprus) | 60.7% |
| 16TH Waha Lease (Labuan) Limited (Labuan) | 60.7% |
| Waha Lease (Labuan) Limited (Labuan) | 60.7% |
| AerLift Leasing Netherlands B.V. (Netherlands) | 60.7% |
| AerLift Leasing Isle of Man 1 Limited (Isle of Man) | 60.7% |
| AerLift Leasing France MSN 24698 S.a.r.l. (France) | 60.7% |

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| Energy Solutions Holdings Inc. (Delaware)* | 100.0% |
| Freedom Marine Services Solutions, LLC (Delaware) | 100.0% |
| Vessel Company, LLC (Louisiana) | 100.0% |
| Vessel Company II, LLC (Delaware) | 100.0% |
| MV Gulf Endeavor L.L.C. (Louisiana) | 100.0% |
| MV Clint L.L.C. (Louisiana) | 100.0% |
| MV JF Jett L.L.C. (Louisiana) | 100.0% |
| Vessel Company III, LLC (Delaware) | 100.0% |
| MV FMS Courage LLC (Louisiana) | 100.0% |
| MV FMS Endurance LLC (Louisiana) | 100.0% |
| First Tower Holdings of Delaware LLC (Delaware)* | 100.0% |
| First Tower Finance Company LLC (Mississippi)† | 80.1% |
| First Tower, LLC (Mississippi)† | 80.1% |
| First Tower Loan, LLC (Louisiana)† | 80.1% |
| Gulfco of Louisiana, LLC (Louisiana)† | 80.1% |
| Gulfco of Mississippi, LLC (Mississippi)† | 80.1% |
| Gulfco of Alabama, LLC (Alabama)† | 80.1% |

| | |
|---|---|
| Tower Loan of Illinois, LLC (Mississippi)† | 80.1% |
| Tower Loan of Mississippi, LLC (Mississippi)† | 80.1% |
| Tower Loan of Missouri, LLC (Mississippi)† | 80.1% |
| Tower Auto Loan, LLC (Mississippi)† | 80.1% |
| American Federated Holding Company (Mississippi)† | 80.1% |
| American Federated Insurance Company, Inc. (Mississippi)† | 80.1% |
| American Federated Life Insurance Company, Inc. (Mississippi)† | 80.1% |
| NMMB Holdings, Inc. (Delaware)* | 100.0% |
| NMMB, Inc. (Delaware) | 96.3% |
| refuel agency, Inc. (Delaware) | 96.3% |
| Armed Forces Communications, Inc. (New York) | 96.3% |
| Prospect Capital Funding LLC (Delaware)* | 100.0% |
| Prospect Small Business Lending LLC (Delaware)* | 100.0% |
| PSBL, LLC (Delaware)* | 100.0% |
| Prospect Yield Corporation, LLC (Delaware)* | 100.0% |
| Wolf Energy Holdings Inc. (Delaware)* | 100.0% |
| Wolf Energy, LLC (Delaware) | 100.0% |
| Appalachian Energy LLC (Delaware) | 100.0% |
| C & S Operating, LLC (Delaware) | 100.0% |
| The Healing Staff, Inc. (Texas) | 100.0% |
| R-V Industries, Inc. (Pennsylvania) | 88.3% |
| STI Holding, Inc. (Delaware) | 100.0% |
| 5100 Live Oaks Blvd, LLC (Delaware) | 97.7% |
| NPH Carroll Resort, LLC (Delaware) | 100.0% |
| Arlington Park Marietta, LLC (Delaware) | 93.3% |
| Lofton Place, LLC (Delaware) | 93.2% |
| NPH Gulf Coast Holdings, LLC (Delaware) | 99.3% |
| NPH Property Holdings, LLC (Delaware)* | 100.0% |

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| NPH Property Holdings II, LLC (Delaware)* | 100.0% |
| American Consumer Lending Holdings Limited (Cayman Islands) | 100.0% |
| American Consumer Lending Limited (Cayman Islands) | 100.0% |
| American Consumer Lending V, LLC (Delaware) | 100.0% |
| American Consumer Lending VI, LLC (Delaware) | 100.0% |
| American Consumer Lending (Near-Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending (Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending Intermediate Limited (Cayman Islands) | 100.0% |
| American Consumer Lending III (Near-Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending III (Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending IV (Near-Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending IV (Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending Intermediate (Near-Prime), LLC (Delaware) | 100.0% |
| American Consumer Lending Intermediate (Prime), LLC (Delaware) | 100.0% |
| ACL Prime, LLC (Delaware) | 100.0% |
| ACL Near-Prime, LLC (Delaware) | 100.0% |
| ACL Patient Solutions, LLC (Delaware) | 100.0% |
| ACL Patient Solutions Holdings, LLC (Delaware) | 100.0% |
| American Consumer Lending Patient Solutions, LLC (Delaware) | 100.0% |
| ACL Intermediate Company, LLC (Delaware) | 100.0% |
| ACL Intermediate Company II, LLC (Delaware) | 100.0% |
| National Marketplace Finance, LLC (Delaware) | 100.0% |
| ACL Loan Company VI, LLC (Delaware) | 100.0% |
| ACL Loan Company VII, LLC (Delaware) | 100.0% |
| American Consumer Lending VII, LLC (Delaware) | 100.0% |
| Murray Hill Marketplace Trust 2016-LC1 (Delaware) | 100.0% |
| Murray Hill Grantor Trust 2016-LC1 (Delaware) | 100.0% |
| Murray Hill 2016-LC1 Holdings, LLC (Delaware) | 100.0% |
| Murray Hill Securitization Holdings Limited (Cayman Islands) | 100.0% |
| National Property REIT Corp. (Maryland) | 100.0% |
| NPH Guarantor, LLC (Delaware) | 100.0% |
| ACL Loan Holdings, Inc. (Delaware) | 100.0% |
| ACL Loan Company, Inc. (Delaware) | 100.0% |
| ACL Loan Company III, Inc. (Delaware) | 100.0% |
| ACL Loan Company IV, LLC (Delaware) | 100.0% |
| ACL Consumer Loan Trust (Delaware) | 100.0% |
| ACL Consumer Loan Trust III (Delaware) | 100.0% |
| ACL Consumer Loan Trust IV (Delaware) | 100.0% |
| ACL Consumer Loan Trust V (Delaware) | 100.0% |
| ACL Consumer Loan Trust VI (Delaware) | 100.0% |
| ACL Patient Solutions Trust (Delaware) | 100.0% |
| NPH Carroll Bartram Park, LLC (Delaware) | 100.0% |
| NPH Carroll Atlantic Beach, LLC (Delaware) | 100.0% |
| NPH McDowell, LLC (Delaware) | 90.0% |
| Matthews Reserve II, LLC (Delaware) | 90.0% |

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| City West Apartments II, LLC (Delaware) | 90.0% |
| Vinings Corner II, LLC (Delaware) | 90.0% |
| Uptown Park Apartments II, LLC (Delaware) | 90.0% |
| St. Marin Apartments II, LLC (Delaware) | 90.0% |
| Canterbury Green Apartments Holdings, LLC (Delaware) | 92.5% |
| Canterbury Green Apartments, LLC (Delaware) | 92.5% |
| Canterbury Green Apartments TRS, LLC (Delaware) | 92.5% |
| Columbus OH Apartments HoldCo, LLC (Delaware) | 79.1% |
| Ashwood Ridge Holdings, LLC (Delaware) | 69.2% |
| Crown Pointe Passthrough, LLC (Delaware) | 80.0% |
| Crown Pointe SPE, LLC (Delaware) | 80.0% |
| SSIL I, LLC (Delaware) | 80.0% |
| 9220 Old Lantern Way Holdings, LLC (Delaware) | 100.0% |
| Baymeadows Holdings, LLC (Delaware) | 92.5% |
| 7915 Baymeadows Circle Owner LLC (Delaware) | 92.5% |
| 8025 Baymeadows Circle Owner LLC (Delaware) | 92.5% |
| Southfield Holdings, LLC (Delaware) | 92.5% |
| 23275 Riverside Drive Owner LLC (Delaware) | 92.5% |
| 23741 Pond Road Owner LLC (Delaware) | 92.5% |
| Steeplechase Holdings, LLC (Delaware) | 92.5% |
| 150 Steeplechase Way Owner, LLC (Delaware) | 92.5% |
| Forest Park Holdings, LLC (Delaware) | 61.4% |
| Laurel Pointe Holdings, LLC (Delaware) | 61.4% |
| Bradford Ridge Holdings, LLC (Delaware) | 92.5% |
| Olentangy Commons Holdings, LLC (Delaware) | 92.5% |
| Olentangy Commons Owner, LLC (Delaware) | 92.5% |
| Villages of Wildwood Holdings, LLC (Delaware) | 92.5% |
| Villages of Wildwood Owner, LLC (Delaware) | 92.5% |
| Falling Creek Holdings LLC (Delaware) | 90.0% |
| Falling Creek BL Owner, LLC (Delaware) | 90.0% |
| Abbie Lakes OH Partners, LLC (Delaware) | 79.1% |
| Kengary Way OH Partners, LLC (Delaware) | 79.1% |
| Jefferson Chase OH Partners, LLC (Delaware) | 79.1% |
| Lakepoint OH Partners, LLC (Delaware) | 79.1% |
| Heatherbridge OH Partners, LLC (Delaware) | 79.1% |
| Sunbury OH Partners, LLC (Delaware) | 79.1% |
| Lakeview Trail OH Partners, LLC (Delaware) | 79.1% |
| Goldenstrand OH Partners, LLC (Delaware) | 79.1% |
| Michigan Storage, LLC (Delaware) | 85.0% |
| Michigan Storage TRS LLC (Delaware) | 85.0% |
| Ford Road Self Storage, LLC (Delaware) | 85.0% |
| Ball Avenue Self Storage, LLC (Delaware) | 85.0% |
| 23 Mile Road Self Storage, LLC (Delaware) | 85.0% |
| 36th Street Self Storage, LLC (Delaware) | 85.0% |
| Vesper Tuscaloosa LLC (Delaware) | 67.0% |

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| Vesper Iowa City LLC (Delaware) | 67.0% |
| Vesper Corpus Christi LLC (Delaware) | 67.0% |
| Vesper Campus Quarters LLC (Delaware) | 67.0% |
| Vesper College Station LLC (Delaware) | 67.0% |
| Vesper Kennesaw LLC (Delaware) | 67.0% |
| Vesper Statesboro LLC (Delaware) | 67.0% |
| Vesper Manhattan KS LLC (Delaware) | 67.0% |
| JSIP Union Place, LLC (Delaware) | 85.0% |
| 9220 Old Lantern Way, LLC (Delaware) | 92.5% |
| Ann Arbor Kalamazoo Self Storage, LLC (Delaware) | 85.0% |
| Waldon Road Self Storage, LLC (Delaware) | 85.0% |
| Jolly Road Self Storage, LLC (Delaware) | 85.0% |
| Haggerty Road Self Storage, LLC (Delaware) | 85.0% |
| Eaton Rapids Road Self Storage, LLC (Delaware) | 85.0% |
| Tyler Road Self Storage, LLC (Delaware) | 85.0% |
| South Atlanta Portfolio Holding Company, LLC (Delaware) | 92.6% |
| South Atlanta Eastwood Village LLC (Georgia) | 92.6% |
| South Atlanta Monterey Village LLC (Georgia) | 92.6% |
| South Atlanta Hidden Creek LLC (Georgia) | 92.6% |
| South Atlanta Meadow Springs LLC (Georgia) | 92.6% |
| South Atlanta Meadow View LLC (Georgia) | 92.6% |
| South Atlanta Peachtree Landing LLC (Georgia) | 92.6% |
| AWC, LLC (Delaware) | 100.0% |
| CCPI Holdings, Inc. (Delaware)* | 100.0% |
| CCPI Inc. (Delaware) | 94.5% |
| Credit Central Holdings of Delaware, LLC (Delaware)* | 100.0% |
| Credit Central Loan Company, LLC (South Carolina) | 99.1% |
| Credit Central, LLC (South Carolina) | 99.1% |
| Credit Central South, LLC (South Carolina) | 99.1% |
| Credit Central of Tennessee, LLC (South Carolina) | 99.1% |
| Credit Central of Texas, LLC (South Carolina) | 99.1% |
| MITY Holdings of Delaware Inc. (Delaware)* | 100.0% |
| MITY, Inc. (Utah) | 95.5% |
| MITY-LITE, Inc. (Utah) | 95.5% |
| Broda Enterprises ULC (British Columbia, Canada) | 95.5% |
| Broda USA, Inc. (Utah) | 95.5% |
| Nationwide Acceptance Holdings LLC (Delaware)* | 100.0% |
| Nationwide Loan Company LLC (Delaware) | 94.5% |
| Nationwide Online Lending LLC (Delaware) | 94.5% |
| Pelican Loan Company LLC (Delaware) | 94.5% |
| Nationwide Acceptance LLC (Delaware) | 94.5% |
| Hercules Insurance Agency LLC (Illinois) | 94.5% |
| Nationwide CAC LLC (Illinois) | 94.5% |
| Nationwide Cassel LLC (Illinois) | 94.5% |
| Nationwide Installment Services LLC (Illinois) | 94.5% |

| Name of Entity and Place of Jurisdiction | % of Voting Securities Owned |
|---|---|
| Nationwide Loans LLC (Illinois) | 94.5% |
| Nationwide Nevada LLC (Illinois) | 94.5% |
| Nationwide Northwest LLC (Illinois) | 94.5% |
| Nationwide Southeast LLC (Illinois) | 94.5% |
| Nationwide West LLC (Illinois) | 94.5% |
| NIKO Credit Services LLC (Illinois) | 94.5% |
| Valley Electric Holdings I, Inc. (Delaware)* | 100.0% |
| Valley Electric Holdings II, Inc. (Delaware)* | 100.0% |
| Valley Electric Company, Inc. (Delaware) | 94.9% |
| VE Company, Inc (Delaware) | 94.9% |
| Valley Electric Co. of Mt. Vernon, Inc. (Washington) | 94.9% |
| USES Corp. (Texas) | 99.9% |
| SB Forging Company II, Inc. (Texas) | 100.0% |

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* Entity is consolidated for purposes of financial reporting.

† Entities for which separate financial statements are filed.

Prospect Capital Management L.P., a Delaware limited partnership, does not own any shares of the Registrant. Without conceding that Prospect Capital Management L.P. controls the Registrant, an affiliate of Prospect Capital Management L.P. is the general partner of, and may be deemed to control, the following entities:

| Name | Jurisdiction of Organization |
|---|---|
| Prospect Street Ventures I, LLC | Delaware |
| Prospect Management Group LLC | Delaware |
| Prospect Street Energy LLC | Delaware |
| Prospect Administration LLC | Delaware |
| Prospect Capital Fund Management LLC | Delaware |
| Priority Senior Secured Income Management, LLC | Delaware |
| Pathway Energy Infrastructure Management, LLC | Delaware |
| Prospect Capital Investment Management, LLC | Delaware |

**ITEM 29.** ***NUMBER OF HOLDERS OF SECURITIES***

The following table sets forth the approximate number of record holders of our common stock at October 19, 2018.

| Title of Class | Number of Record Holders |
|---|---|
| Common Stock, par value $.001 per share | 149 |

**ITEM 30.** ***INDEMNIFICATION***

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. Our charter contains such a provision which eliminates directors' and officers' liability to the maximum extent permitted by Maryland law, subject to the requirements of the 1940 Act.

Our charter authorizes us, to the maximum extent permitted by Maryland law and subject to the requirements of the 1940 Act, to obligate ourselves to indemnify any present or former director or officer or any individual who, while a director or officer and at our request, serves or has served another corporation, real estate investment trust, partnership, joint venture, trust, employee benefit plan or other enterprise as a director, officer, partner or trustee, from and against any claim or liability to which that person may become subject or which that person may incur by reason of his or her service in any such capacity and to pay or reimburse their reasonable expenses in advance of final disposition of a proceeding. Our bylaws obligate us, to the maximum extent permitted by Maryland law and subject to the requirements of the 1940 Act, to indemnify any present or former director or officer or any individual who, while a director or officer and at our request, serves or has served another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise as a director, officer, partner, member, manager or trustee and who is made, or threatened to be made, a party to the proceeding by reason of his or her service in any such capacity from and against any claim or liability to which that person may become subject or which that person may incur by reason of his or her service in any such capacity and to pay or reimburse their reasonable expenses in advance of final disposition of a proceeding. The charter

and bylaws also permit us to indemnify and advance expenses to any person who served a predecessor of us in any of the capacities described above and any of our employees or agents or any employees or agents of our predecessor. In accordance with the 1940 Act, we will not indemnify any person for any liability to which such person would be subject by reason of such person's willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

Maryland law requires a corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made, or threatened to be made, a party by reason of his or her service in that capacity. Maryland law permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made, or threatened to be made, a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, under Maryland law, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that a personal benefit was improperly received, unless in either case a court orders indemnification, and then only for expenses. In addition, Maryland law permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for

indemnification by the corporation and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

The Investment Advisory Agreement provides that, absent willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, Prospect Capital Management LLC (the "Adviser") and its officers, managers, agents, employees, controlling persons, members and any other person or entity affiliated with it are entitled to indemnification from the Company for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of the Adviser's services under the Investment Advisory Agreement or otherwise as an Investment Adviser of the Company.

The Administration Agreement provides that, absent willful misfeasance, bad faith or negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, Prospect Administration LLC and its officers, manager, agents, employees, controlling persons, members and any other person or entity affiliated with it are entitled to indemnification from the Company for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of Prospect Administration LLC's services under the Administration Agreement or otherwise as administrator for the Company.

The Administrator is authorized to enter into one or more sub-administration agreements with other service providers (each a "Sub-Administrator") pursuant to which the Administrator may obtain the services of the service providers in fulfilling its responsibilities hereunder. Any such sub-administration agreements shall be in accordance with the requirements of the 1940 Act and other applicable U.S. Federal and state law and shall contain a provision requiring the Sub-Administrator to comply with the same restrictions applicable to the Administrator.

**ITEM 31.** ***BUSINESS AND OTHER CONNECTIONS OF INVESTMENT ADVISER***

A description of any other business, profession, vocation or employment of a substantial nature in which the Adviser, and each managing member, director or executive officer of the Adviser, is or has been during the past two fiscal years, engaged in for his or her own account or in the capacity of director, officer, employee, partner or trustee, is set forth in Part A of this Registration Statement in the section entitled "Management." Additional information regarding the Adviser and its officers and directors is set forth in its Form ADV, as filed with the Securities and Exchange Commission (SEC File No. 801-62969), and is incorporated herein by reference.

**ITEM 32.** ***LOCATION OF ACCOUNTS AND RECORDS***

All accounts, books and other documents required to be maintained by Section 31(a) of the Investment Company Act of 1940, and the rules thereunder are maintained at the offices of:

(1) the Registrant, Prospect Capital Corporation, 10 East 40th Street, 42nd Floor, New York, NY 10016;

(2) the Transfer Agent, American Stock Transfer & Trust Company;

(3) the Custodians, U.S. Bank National Association, Israeli Discount Bank of New York Ltd., Fifth Third Bank, Customers Bank and Peapack-Gladstone Bank; and

(4) the Adviser, Prospect Capital Management L.P., 10 East 40th Street, 42nd Floor, New York, NY 10016.

**ITEM 33.** ***MANAGEMENT SERVICES***

Not Applicable.

**ITEM 34.** ***UNDERTAKINGS***

1. The Registrant undertakes to suspend the offering of shares until the prospectus is amended if (1) subsequent to the effective date of its registration statement, the net asset value declines more than ten percent from its net asset value as of the effective date of the registration statement; or (2) the net asset value increases to an amount greater than the net proceeds as stated in the prospectus.

2. The Registrant undertakes if the securities being registered are to be offered to existing stockholders pursuant to warrants or rights, and any securities not taken by stockholders are to be reoffered to the public, to supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by underwriters during the subscription period, the amount of unsubscribed securities to be purchased by underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters of the securities being registered is to be made on terms differing from those set forth on the cover page of the prospectus, we will file a post-effective amendment to set forth the terms of such offering.

3. The Registrant undertakes:

   a. to file, during any period in which offers or sales are being made, a post-effective amendment to the registration statement:

      (1) to include any prospectus required by Section 10(a)(3) of the 1933 Act;

      (2) to reflect in the prospectus any facts or events after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

      (3) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

   b. that, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time shall be deemed to be the initial bona fide offering thereof;

   c. to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

   d. that, for the purpose of determining liability under the 1933 Act to any purchaser, each prospectus filed pursuant to Rule 497(b), (c), (d) or (e) under the 1933 Act as part of a registration statement relating to an offering, other than prospectuses filed in reliance on Rule 430A under the 1933 Act, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and

   e. that, for the purpose of determining liability of the Registrant under the 1933 Act to any purchaser in the initial distribution of securities: The undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to the purchaser: (1) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 497 under the 1933 Act; (2) the portion of any advertisement pursuant to Rule 482 under the 1933 Act relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and (3) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

4. The Registrant undertakes that it will not sell any units consisting of combinations of securities that have not previously been described in a registration statement of the Registrant or an amendment thereto that was subject to review by the Commission and that subsequently became effective.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement on Form N-2 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, in the State of New York, on the 20th day of February 2019.

**PROSPECT CAPITAL CORPORATION**

By: /s/ JOHN F. BARRY III
John F. Barry III
*Chief Executive Officer and Chairman of the Board of Directors*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on February 20, 2019. This document may be executed by the signatories hereto on any number of counterparts, all of which constitute one and the same instrument.

| Signature | Title |
|---|---|
| /s/ JOHN F. BARRY III<br>John F. Barry III | Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer) |
| /s/ M. GRIER ELIASEK<br>M. Grier Eliasek | Chief Operating Officer and Director |
| /s/ KRISTIN VAN DASK<br>Kristin Van Dask | Chief Financial Officer, Treasurer and Secretary (Principal Financial and Accounting Officer) |
| /s/ WILLIAM J. GREMP*<br>William J. Gremp | Director |
| /s/ ANDREW C. COOPER*<br>Andrew C. Cooper | Director |
| /s/ EUGENE S. STARK*<br>Eugene S. Stark | Director |

*By: /s/ M. GRIER ELIASEK
M. Grier Eliasek,
*as Attorney-in-Fact*

**INDEX TO EXHIBITS**

| Exhibit No. | Description |
|---|---|
| (d)(695) | Supplemental Indenture dated as of February 7, 2019, to the U.S. Bank Indenture and Form of 6.875% Note due 2029 |
| (h)(8) | Debt Distribution Agreement, dated February 7, 2019 |
| (h)(9) | Debt Distribution Agreement, dated February 7, 2019 |
| (h)(10) | Debt Distribution Agreement, dated February 7, 2019 |
| (l)(5) | Opinion and Consent of Venable LLP, as special Maryland counsel for the Registrant |
| (l)(6) | Opinion and Consent of Skadden, Arps, Slate, Meagher & Flom LLP, as special New York counsel for the Registrant |

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# Section 2: EX-99.(D)(695) (EXHIBIT 99.(D)(695))

**Exhibit (d)(695)**

**SUPPLEMENTAL INDENTURE**

**between**

**PROSPECT CAPITAL CORPORATION**

**and**

**U.S. BANK NATIONAL ASSOCIATION**

**as Trustee**

**Dated as of February 7, 2019**

**SUPPLEMENTAL INDENTURE**

THIS SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), dated as of February **7**, 2019 is between Prospect Capital Corporation, a Maryland corporation (the "**Company**"), and U.S. Bank National Association, as trustee (the "**Trustee**"). All capitalized terms used herein shall have the meaning set forth in the Base Indenture (as defined below).

RECITALS OF THE COMPANY

The Company and the Trustee executed and delivered an Indenture, dated as of February 16, 2012, as amended by that certain Agreement of Resignation, Appointment and Acceptance, dated March 12, 2012, by and among the Company, the Trustee, and American Stock Transfer & Trust Company, LLC (the "**Base Indenture**" and, as supplemented by one or more supplemental indentures, including this Supplemental Indenture, the "**Indenture**"), to provide for the issuance by the Company from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (the "**Securities**"), to be issued in one or more series as provided in the Indenture.

The Company and the Trustee entered into a supplemental indenture on December 5, 2018 in connection with the Company's issuance and sale of $50,000,000 of the Company's 6.875% Notes due 2029 (the "**2029 Notes**") to establish the form and terms of the Notes (the "**Original Supplemental Indenture**").

The Company desires to issue and sell up to $100,000,000 aggregate principal amount of 2029 Notes as Additional Notes as contemplated by Section 1.01(b) of the Original Supplemental Indenture and this Supplemental Indenture (the "**Notes**").

Sections 9.01(5) and 9.01(7) of the Base Indenture provide that without the consent of Holders of the Securities of any series issued under the Indenture, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Base Indenture to (i) change or eliminate any of the provisions of the Indenture when there is no Security Outstanding of any series created prior to the execution of a supplemental indenture that is entitled to the benefit of such provision and (ii) authorize the issuance of additional Securities of a series previously authorized or to establish the form or terms of Securities of any series as permitted by Sections 2.01 and 3.01 of the Base Indenture.

The Company desires to authorize the issuance of the Notes as Additional Notes and to set forth the form and terms of the Notes, which shall be the same as the form and terms of the 2029 Notes set forth in the Original Supplemental Indenture, and to modify, alter, supplement and change certain provisions of the Base Indenture for the benefit of the Holders of the Notes (except as may be provided in a future supplemental indenture to the Indenture (a "**Future Supplemental Indenture**")).

The Company has duly authorized the execution and delivery of this Supplemental Indenture to provide for the issuance of the Notes and all acts and things necessary to make this Supplemental Indenture a valid, binding, and legal obligation of the Company and to constitute a valid agreement of the Company, in accordance with its terms, have been done and performed.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

## ARTICLE I

## TERMS OF THE NOTES

Section 1.01 The Notes.

(a) The Notes shall constitute the same series of Securities as the 2029 Notes having the title "6.875 % Notes due 2029" and shall be designated as Senior Securities under the Indenture. The Notes shall constitute a further issuance of, and will be fungible with, rank equally in right of payment with, and form a single series for all purposes under the Original Supplemental Indenture and this Supplemental Indenture with the 2029 Notes. The Notes shall bear a CUSIP number of 74348T110 and an ISIN number of US74348T1108.

(b) The aggregate principal amount of the Notes that may be initially authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 3.04, 3.05, 3.06, 9.06 or 11.07 of the Base Indenture) shall be up to $100,000,000. Under a Board Resolution, Officers' Certificate pursuant to Board Resolutions or an indenture supplement, the Company may from time to time, without the consent of the Holders of Notes, issue additional Notes (in any such case "**Additional Notes**") having the same ranking and the same interest rate, maturity and other terms as the Notes. Any Additional Notes and the existing Notes will constitute a single series under the Indenture and all references to the relevant Notes herein shall include the Additional Notes unless the context otherwise requires. No Additional Notes may be issued hereunder if an Event of Default with respect to the Note occurs and is continuing.

Section 1.02 Principal and Interest Payments. The entire outstanding principal of the Notes shall be payable on June 15, 2029 (the "**Maturity Date**"). The rate at which the Notes shall bear interest shall be 6.875% per annum (the "**Applicable Interest Rate**"). The date from which interest shall accrue on the Notes shall be the most recent Interest Payment Date immediately preceding the date of issuance of the Notes from time to time (except that if Notes are issued after a Regular Record Date (as such dates are noted below) such Notes will not accrue interest for the period from such date of issuance to the Interest Payment Date immediately following such Regular Record Date); the Interest Payment Dates for the Notes shall be March 15, June 15, September 15 and December 15 of each year, commencing the

Interest Payment Date immediately following the date of issuance of the Notes from time to time (except that if Notes are issued after a Regular Record Date, the initial Interest Payment Date for such Notes will be the Interest Payment Date following the Interest Payment Date immediately following the date of issuance of the Notes)(in each case, if an Interest Payment Date falls on a day that is not a Business Day, then the applicable interest payment will be made on the next succeeding Business Day and no additional interest will accrue as a result of such delayed payment); the initial interest period will be the period from and including the most recent Interest Payment Date immediately preceding the date of issuance of the Notes from time to time to, but excluding, the next Interest Payment Date (except that if Notes are issued after a Regular Record Date, the initial interest period will be the period from and including the Interest Payment Date immediately following the issuance date of such Notes to, but excluding, the next Interest Payment Date), and the subsequent interest periods will be the periods from and including an Interest Payment Date to, but excluding, the next Interest Payment Date or the Stated Maturity, as the case may be; the interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, will be paid to the Person in whose name the Note (or one or more predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be March 1, June 1, September 1 or December 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Payment of principal of (and premium, if any) and any such interest on the Notes will be made at the Corporate Trust Office of the Trustee in New York, New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

Section 1.03 Global Security. The Notes shall be initially issuable in global form (each such Note, a "**Global Note**"). The Global Notes and the Trustee's certificate of authentication thereon shall be substantially in the form of Exhibit A to this Supplemental Indenture. Each Global Note shall represent the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Notes from time to time endorsed thereon and that the aggregate amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee or the Security Registrar, in accordance with Sections 2.03 and 3.05 of the Base Indenture.

Section 1.04 Depositary. The depositary for such Global Notes (the "**Depositary**") shall be The Depository Trust Company, New York, New York. The Security Registrar with respect to the Global Notes shall be the Trustee.

Section 1.05 Defeasance. The Notes shall be defeasible pursuant to Section 14.02 or Section 14.03 of the Base Indenture. Covenant defeasance contained in Section 14.03 of the Base Indenture shall apply to the covenants contained in Section 10.06 of the Base Indenture and, if

specified pursuant to Section 3.01 of the Base Indenture, the obligations under any other covenant.

Section 1.06 No Sinking Fund. The Notes shall not be subject to any sinking fund pursuant to Section 12.01 of the Base Indenture.

Section 1.07 Denominations. The Notes shall be issuable in denominations of $25 and integral multiples of $25 in excess thereof.

Section 1.08 Optional Redemption. The Notes shall be redeemable pursuant to Section 11.01 of the Base Indenture and as follows:

(a) The Notes will be redeemable in whole or in part at any time or from time to time, at the option of the Company, on or after December 15, 2021, at a redemption price of $25 per Note plus accrued and unpaid interest payments otherwise payable for the then-current quarterly interest period accrued to, but excluding, the date fixed for redemption.

(b) Notice of redemption shall be given in writing and mailed, first-class postage prepaid or by overnight courier guaranteeing next-day delivery, to each Holder of the Notes to be redeemed, not less than thirty (30) nor more than ninety (90) days prior to the Redemption Date, at the Holder's address appearing in the Security Register. All notices of redemption shall contain the information set forth in Section 11.04 of the Base Indenture.

(c) Any exercise of the Company's option to redeem the Notes will be done in compliance with the Investment Company Act.

(d) If the Company elects to redeem only a portion of the Notes, the Trustee will determine the method for selecting the particular Notes to be redeemed, in accordance with the Investment Company Act.

(e) Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Notes called for redemption hereunder.

Section 1.09 Interest Rate Adjustment.

(a) If an Interest Rate Adjustment Triggering Event occurs in relation to the Notes, the interest rate on the Notes will increase to 7.375%. If Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc. ("**S&P**") (or, if applicable, any Substitute Rating Agency (as defined below)), at any time subsequently increases its rating on the Notes to "BBB-" or higher (or the equivalent ratings of any Substitute Rating Agency) after S&P (or, if applicable, any Substitute Rating Agency) previously lowered the rating on the Notes to "BB+" or lower (or the equivalent ratings of any Substitute Rating Agency), the interest rate on the Notes will be decreased such that the interest rate on the Notes equals 6.875%. In no event will (i) the interest rate on the Notes be reduced to below 6.875% or (ii) the interest rate on the Notes exceed 7.375%.

(b) If at any time (i) S&P is not providing a rating on the Notes and (ii) the Company obtains or continues to have a rating on the Notes from Fitch Ratings Inc. ("**Fitch**") or Moody's Corporation ("**Moody's**"), Fitch or Moody's, as applicable, will be a "**Substitute Rating Agency**."

(c) Any such interest rate increase or decrease will take effect on the first day of the interest period commencing after the date on which (i) an Interest Rate Adjustment Triggering Event has occurred or (ii) S&P (or, if applicable, any Substitute Rating Agency) at any time subsequently increases its rating on the Notes to "BBB-" or higher (or the equivalent ratings of any Substitute Rating Agency). If S&P (or, if applicable, any Substitute Rating Agency) changes its rating on the Notes (including by withdrawal of its rating at the Company's request) more than once during any particular interest period, the last such change by S&P (or, if applicable, any Substitute Rating Agency) to occur will control for purposes of any increase or decrease in the interest rate with respect to the Notes. An interest period is the period commencing on an interest payment date and ending on the day preceding the next following interest payment date, provided that first interest period will commence on the day the Notes are delivered and will end on the day preceding the next following interest payment date.

(d) If the interest rate on the Notes is increased, the term "interest," as used with respect to the Notes, will be deemed to include any such additional interest, unless the context otherwise requires.

For purposes of the interest rate adjustment provisions relating to the Notes, the following terms will be applicable:

"**Adjustment Rating Event**" means on any day during the Relevant Period (i) the rating on the Notes is lowered by S&P (or a Substitute Rating Agency) to "BB+" or lower (or the equivalent ratings of any Substitute Rating Agency) or (ii) a Rating Withdrawal Event has occurred; provided, in the case of subsection (i) above that an Adjustment Rating Event shall not be deemed to have occurred in respect of an Asset Coverage Reduction (and, thus, shall not be deemed an Adjustment Rating Event) if S&P (or, if applicable, any Substitute Rating Agency) in connection with its lowering of the rating on the Notes does not publicly announce or inform the Trustee in writing at its request that the lowering was the result, in whole or in part, of the Asset Coverage Reduction.

"**Asset Coverage Reduction**" means at any time prior to the maturity of the Notes, the Company discloses (in accordance with Section 61(a)(2)(A) of the Investment Company Act, which may include a filing with the Securities and Exchange Commission or a notice on the Company's website) its election to reduce its required minimum asset coverage (as defined in the Investment Company Act) from 200% to 150%, either pursuant to the approval of such reduction (i) by the Company's board of directors in accordance with Section 61(a)(2)(D)(i)(I) of the Investment Company Act or (ii) by the Company's stockholders pursuant to Section 61(a)(2)(D)(ii)(II) of the Investment Company Act.

"**Election Date**" means the date on which the Company discloses the Asset Coverage Reduction pursuant to Section 61 (a)(2)(A) of the Investment Company Act.

"**Interest Rate Adjustment Triggering Event**" means the occurrence of either (i) both (1) an Asset Coverage Reduction and (2) an Adjustment Rating Event or (ii) a Rating Withdrawal Event at any time followed by an Asset Coverage Reduction.

"**Rating Withdrawal Event**" means S&P (or, if applicable, any Substitute Rating Agency) withdraws its debt rating assigned to the Notes at the request of the Company and the Company fails to continue to have or obtain a rating of the Notes from a Substitute Rating Agency of "BBB-" or higher (or the equivalent ratings of such Substitute Rating Agency).

"**Relevant Period**" means the period commencing on the Election Date of the Asset Coverage Reduction and ending 60 days following such date, whether or not such date is a business day, provided however, so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by S&P (or, if applicable, any Substitute Rating Agency), the Relevant Period will be subject to extension until such time that S&P (or, if applicable, any Substitute Rating Agency) has completed its review.

Section 1.10 Repurchase at Option of Holders Upon a Fundamental Change.

(a) If a Fundamental Change (as defined in Section 1.10(f) below) occurs at any time prior to the Maturity Date, then each Holder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $25 principal amount, for cash on or after the Close of Business on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) calendar days and not more than thirty-five (35) calendar days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon (including Additional Interest, if any) to, but excluding, the Fundamental Change Repurchase Date (collectively, the "**Fundamental Change Repurchase Price**"). Notwithstanding the foregoing, if the Fundamental Change Repurchase Date is after a Record Date and on or prior to the corresponding Interest Payment Date, the accrued and unpaid interest (including Additional Interest and Filing Additional Interest, if any) will be paid on the Fundamental Change Repurchase Date to the Holder of record on the Record Date.

Repurchases of Notes under this Section 1.10 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note at any time prior 5:00 p.m. New York City time on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase

Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 1.10 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(1) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(2) the portion of the principal amount of Notes to be repurchased, which must be $25 or an integral multiple thereof;

(3) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture; and

(4) if such Fundamental Change Repurchase Notice is delivered prior to the occurrence of a Fundamental Change pursuant to a definitive agreement giving rise to a Fundamental Change, that the Holder acknowledges that the Company's offer is conditioned on the occurrence of such Fundamental Change.

*provided, however,* that if the Notes are not in certificated form, the Fundamental Change Repurchase Notice must comply with the rules and procedures of the Depositary.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 1.10 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 1.10(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the thirtieth ($30^{th}$) calendar day after the occurrence of a Fundamental Change, the Company shall provide to all Holders of record of the Notes as of the date of the Fundamental Change Company Notice at their addresses shown in the Note Register (and to beneficial owners to the extent required by applicable law) and the Trustee and Paying

Agent a written notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right prior to 5:00 p.m. New York City time on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent; and

(vii) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 1.10.

(c) A Fundamental Change Repurchase Notice may be withdrawn by delivering a written notice of withdrawal to the Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to 5:00 p.m. New York City time on the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $25 or an integral multiple of $25; and

(iii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes;

*provided, however*, that if the Notes are not in certificated form, the notice must comply with the rules and procedures of the Depositary. The Paying Agent will promptly return to the respective

Holders thereof any certificated Notes with respect to which a Fundamental Change Repurchase Notice has been withdrawn in compliance with the provisions of this Section 1.10(c). If the Notes are not in certificated form, such return must comply with the appropriate rule and procedures of the Depositary. If a Fundamental Change Repurchase Notice is given and then subsequently withdrawn in accordance with this Section 1.10(c), then the Company shall not be obligated to repurchase any Notes listed in such Fundamental Change Repurchase Notice.

(d) On or prior to 1:00 p.m. (local time in The City of New York) on the Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company) or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with this Indenture an amount of money or securities sufficient to repurchase as of the Fundamental Change Repurchase Date all of the Notes to be repurchased as of such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company and subject to extension if necessary to comply with the provisions of the Investment Company Act of 1940), payment for Notes surrendered for repurchase (and not withdrawn) prior to 5:00 p.m. New York City time on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in this Section 1.10), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by this Section 1.10 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Note Register (in the case of certificated Notes) by wire transfer of immediately available funds to the account of the Depositary or its nominee (if the Notes are not in certificated form). The Trustee shall, promptly after such payment return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase as of the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest (including Additional Interest, if any) will cease to accrue on such Notes, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, as the case may be, and all other rights of the Holders of such Notes will terminate other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of such Notes.

(f) "**Fundamental Change**" will be deemed to have occurred upon the occurrence of both (a) a Below Investment Grade Ratings Event (as defined below) and (b) any of the following events (each such event listed below shall be deemed a "**Fundamental Change Event**"):

(i) the consummation of any transaction (including, without limitation, any merger or consolidation other than those excluded under clause (iii) below) the

result of which is that any "person" becomes the "beneficial owner" (as these terms are defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Capital Stock of the Company that is at that time entitled to vote by the holder thereof in the election of the Board of Directors (or comparable body);

(ii) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(iii) the consolidation or merger of the Company with or into any other Person, or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company and those of its Subsidiaries taken as a whole to any "person" (as this term is used in Section 13(d)(3) of the Exchange Act); other than:

(1) any transaction that does not result in any reclassification, conversion, exchange or cancellation of all or substantially all of the outstanding shares of Capital Stock of the Company;

(2) any changes resulting from a subdivision or combination or change solely in par value;

(3) any transaction pursuant to which the holders of 50% or more of the total voting power of all shares of Capital Stock of the Company entitled to vote generally in elections of directors immediately prior to such transaction have the right to exercise, directly or indirectly, 50% or more of the total voting power of all shares of Capital Stock of the continuing or surviving Person entitled to vote generally in elections of directors immediately after giving effect to such transaction; or

(4) any merger primarily for the purpose of changing the jurisdiction of incorporation of the Company and resulting in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of common stock of the surviving entity.

For purposes of determining the occurrence of a Fundamental Change, the term "**Below Investment Grade Ratings Event**" means the Notes are downgraded below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that results in the occurrence of a Fundamental Change Event until the end of the 60-day period following public notice of the occurrence of a Fundamental Change Event (which period shall be extended so long as any rating of the Notes is under publicly announced consideration for possible downgrade by a Rating Agency); *provided* that a downgrade contemplated by this paragraph otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Fundamental Change Event (and thus shall not be deemed a downgrade as contemplated by this paragraph for purposes of the definition of fundamental change hereunder) if one of the Rating Agencies making a reduction in a rating to which this paragraph would otherwise apply does not announce or publicly confirm or inform the trustee in writing at its request that the reduction was the result, in whole or in part, of any event

or circumstance comprised of or arising as a result of, or in respect of, the applicable Fundamental Change Event (whether or not the applicable Fundamental Change Event shall have occurred at the time of any downgrade contemplated by this paragraph). "**Rating Agencies**" means Standard & Poor's Rating Service, a division of McGraw-Hill, Inc., and Kroll Bond Rating Agency, Inc. or any successors thereto and "**Investment Grade**" means a rating of BBB- or better by the Rating Agencies (or if any such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade rating from any "nationally recognized statistical rating organization" as defined in Section (3)(a)(62) of the Exchange Act selected by the Company as a replacement for such Rating Agency).

(g) There shall be no purchase of any Notes pursuant to this Section 1.10 if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded on or prior to the Fundamental Change Purchase Date. The Trustee (or other Paying Agent appointed by the Company) will promptly return to the respective Holders thereof any certificated Notes held by it following acceleration of the Notes and shall deem canceled any instructions for book-entry transfer of the Notes in compliance with the procedures of the Depositary, in which case, upon such return and cancellation, the Fundamental Change Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(h) In connection with any offer to purchase Notes under this Section 1.10 hereof, the Company shall, in each case if required, (a) comply with Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act that may then be applicable, (b) file a Schedule TO or any other required schedule under the Exchange Act and (c) otherwise comply with all federal and state securities laws so as to permit the rights and obligations under this Section 1.10 to be exercised in the time and in the manner specified in this Section 1.10.

Section 1.11 Consolidation, Merger, Sale, Lease or Conveyance.

(a) The Company will not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other Person, or sell, convey, transfer or lease its property and assets substantially as an entirety to another Person, unless:

(i) either (a) the Company shall be the continuing corporation or (b) the resulting, surviving or transferee Person (if other than the Company) shall be a corporation or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (the "**Successor Company**"), and such Successor Company shall expressly assume, by an indenture supplemental to this Indenture in a form reasonably satisfactory to the Trustee, executed and delivered to the Trustee, all the obligations of the Company under the Notes and this Indenture;

(ii) immediately after giving effect to such transaction, no Event of Default has occurred and is continuing; and

(iii) if so requested by the Trustee, the Company shall have delivered to the Trustee any Officers' Certificate and Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required

in connection with such transaction, such supplemental indenture, comply with this Section 1.11 and that all conditions precedent herein provided for relating to such transaction have been satisfied.

(b) In the event of any transaction described in and complying with the conditions listed in Section 1.11(a) in which the Company is not the continuing corporation, the Successor Company formed or remaining shall succeed, and be substituted for, and may exercise every right and power of, the Company, and the Company shall be discharged from its obligations, under the Notes and this Indenture.

Section 1.12 Additional Events of Default; Additional Interest; Waiver of Defaults.

(a) In addition to those matters set forth in Section 5.01 of the Base Indenture, an "Event of Default" with respect to the Notes shall also mean any of the following events:

(i) default in the payment of any Additional Interest (as defined below) in respect of any Notes when such interest becomes due and payable, and continuance of such default for a period of 30 calendar days; or

(ii) failure by the Company to pay the Fundamental Change Repurchase Price payable in respect of any Notes when due;

(iii) failure by the Company to issue a Fundamental Change Company Notice on a timely basis in accordance with Section 1.10(b) herein when due;

(iv) a failure to pay principal when due (whether at stated maturity or otherwise) or an uncured Event of Default that results in the acceleration of maturity, of any indebtedness for borrowed money of the Company or any of its Significant Subsidiaries in an aggregate amount in excess of $50,000,000 (or its foreign currency equivalent), unless such indebtedness is discharged, or such acceleration is rescinded, stayed or annulled, within a period of 30 calendar days after written notice of such failure or uncured Default is given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes then Outstanding. For purposes of this Supplemental Indenture, (1) "**Significant Subsidiary**" means any Subsidiary which is a "significant subsidiary" (within the meaning specified in Rule 1-02(w) of Regulation S-X, promulgated under the Securities Act of 1933, as amended) of the Company, excluding any Subsidiary of the Company which is (a) a non-recourse or limited recourse subsidiary, (b) a bankruptcy remote special purpose vehicle, or (c) that is not consolidated with the Company for purposes of GAAP and (2) "**Subsidiary**" means, with respect to any Person, any corporation or other entity of which a majority of (i) the voting power of the voting equity securities (which means equity securities having voting power for the election of directors, whether at all times or only so long as no senior class of security has such voting power by reason of any contingency) or (ii) the outstanding equity interests of which are owned, directly or indirectly, by such Person;

(v) Default in the performance, or breach, of any covenant or warranty of the Company in this Indenture with respect to any Note (other than a covenant or warranty an

Event of Default in whose performance or whose breach is elsewhere in the Base Indenture or this Section 1.11), and continuance of such Event of Default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Notes a written notice specifying such Event of Default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(vi) the Company pursuant to or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case;

(2) consents to the entry of an order for relief against it in an involuntary case;

(3) consents to the appointment of a Custodian of it or for all or substantially all of its property; or

(4) makes a general assignment for the benefit of its creditors.

(vii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Company in an involuntary case;

(2) appoints a Custodian of the Company, or for all or substantially all of either of its property; or

(3) orders the liquidation of the Company.

and the continuance of any such order or decree remains unstayed and in effect for a period of 90 consecutive days.

(b) The Company shall be required to notify the Trustee promptly upon becoming aware of the occurrence of any Event of Default under this Indenture with respect to the Notes. Notwithstanding anything to the contrary in this Indenture, the sole remedy for the failure by the Company to comply with Section 7.04 of the Base Indenture, and for any failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act, if applicable (each, a "**Filing Failure**"), will, at the Company's option, for the 365 days after the occurrence an Event of Default relating to such Filing Failure consist of the right to receive additional interest on the Notes ("**Additional Interest**") at an annual rate equal to 0.50% of the principal amount of the Notes. In the event the Company does not elect to pay the Additional Interest upon the occurrence of an Event of Default relating to a Filing Failure or such Filing Failure continues for more than 365 days after the occurrence of the Event of Default related thereto, the Notes will be subject to acceleration in accordance with Section 5.02 of the Base Indenture. The Additional Interest will accrue on all Outstanding Notes from and including the date on which the Event of Default relating to Filing Failure first occurs to but not including the 365th day

thereafter (or such earlier date on which the Filing Failure shall have been cured or waived). On such 365th day (or such earlier date on which the Filing Failure shall have been cured or waived), the Additional Interest shall cease to accrue. For purposes of the Indenture, the term "**Interest**" with respect to the Notes shall include Additional Interest, to the extent applicable.

(c) In the case of an Event of Default specified in clause (vi) or (vii) of Section 1.12(a) hereof, all Outstanding Notes will become due and payable immediately without further action or notice by the Trustee or any Holder.

(d) Notwithstanding the foregoing, if an Event of Default specified in clause (iv) of Section 1.12(a) occurs resulting in a declaration of acceleration of the Notes, such declaration of acceleration shall be automatically annulled if such Event of Default triggering such declaration of acceleration pursuant to clause (iv) of Section 1.12(a) shall have been remedied or cured by the Company or any of its Subsidiaries or waived by the holders of the relevant indebtedness within 60 days of the declaration of acceleration with respect thereto and if (i) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except nonpayment of principal or interest on the Notes that became due and payable solely because of the acceleration of the Notes, have been cured or waived.

(e) In addition to the Events of Default set forth as clauses (1) and (2) in Section 5.13 of the Base Indenture, with respect to the Notes, the following default shall be added as a non-waivable default in accordance with the terms of Section 5.13 of the Base Indenture:

(i) failure by the Company to pay the Fundamental Change Repurchase Price on the Fundamental Change Repurchase Date in connection with a Holder of Notes exercising its repurchase rights in accordance with Section 1.10 of this Supplemental Indenture.

Section 1.13 Supplemental Indentures and Amendments.

(a) In addition to those matters set forth in Section 9.01 of the Base Indenture, with respect to the Notes, without the consent of any Holder, the Company may enter into one or more supplemental indentures for the following purpose:

(i) to comply with Section 1.10 of this Supplemental Indenture, including without limitation, (1) to provide for the Company's repurchase obligations in connection with a Fundamental Change in the event of any reclassification of the Company's common stock, merger or consolidation, or sale, conveyance, transfer or lease of the Company's property and assets substantially as an entity and (2) to provide for the assumption of the Company's obligations to the Holders of the Notes in the event of a merger or consolidation, or sale, conveyance, transfer or lease of the Company's property and assets substantially as an entity.

(b) In addition to those matters set forth in Section 9.02 of the Base Indenture, with respect to the Notes, no supplemental indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture which affects the Notes or of modifying in any manner the rights of the Holders of the Notes shall, without the consent of the Holder of each Note affected thereby:

(i) adversely affect any right of repayment at the option of the Holder of any Note pursuant to Section 1.10 of this Supplemental Indenture or impair the right to institute suit for the enforcement of any such payment on or after any applicable Fundamental Change Repurchase Date;

(ii) relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, New York City; and

(iii) change the Company's obligation to repurchase any Notes upon a Fundamental Change in a manner adverse to the Holders after the occurrence of a Fundamental Change.

(c) The Company will notify Holders of the Notes within a reasonable time of any amendment to the Indenture or any supplemental indenture entered into that affects the interests of the Holders of the Notes. However, any failure by the Company to give such notice to all of the Holders, or any defect in the notice, will not impair or affect the validity of the modification or amendment.

## ARTICLE II

## OTHER INDENTURE PROVISIONS OF GENERAL APPLICATION

Section 2.01 Definitions. Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes but no other series of Securities under the Indenture, whether now or hereafter issued and Outstanding, Article One of the Base Indenture shall be amended by adding the following defined terms to Section 1.01 of the Base Indenture in appropriate alphabetical sequence, as follows:

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and any statute successor thereto.

"**GAAP**" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, the opinions and pronouncements of the Public Company Accounting Oversight Board and the statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession in the United States, which are in effect from time to time.

"**Investment Company Act**" means the Investment Company Act of 1940, as amended, and the rules, regulations and interpretations promulgated thereunder, to the extent applicable, and any statute successor thereto.

## ARTICLE III

## COVENANTS

Section 3.01 Company Reports. Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes but no other series of Securities under the Indenture, whether now or hereafter issued and Outstanding, Section 7.04(1) of the Base Indenture shall be amended by deleting such section in its entirety and replacing such section as follows:

> "The Company will:
>
> (1) file with the Trustee, within 30 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act. If, at any time, the Company is not subject to the reporting requirements of Sections 13 or 15(d) of the Exchange Act, the Company agrees to furnish to the Holders of Notes and the Trustee for the period of time during which the Notes are Outstanding: (i) within 90 days after the end of the each fiscal year of the Company, audited annual consolidated financial statements of the Company and (ii) within 45 days after the end of each fiscal quarter of the
> Company (other than the Company's fourth fiscal quarter), unaudited interim consolidated financial statements of the Company. All such financial statements shall be prepared, in all material respects, in accordance with GAAP. All required reports, information and documents referred to in this Section 7.04(1) shall be deemed to be delivered to the Trustee at the time such reports, information and documents are publicly filed with the Commission via the Commission's EDGAR and/or IDEA filing system (or any successor system)."

Section 3.02 Compliance with Investment Company Act. Except as may be provided in a Future Supplemental Indenture, for the benefit of the Holders of the Notes but no other series of Securities under the Indenture, whether now or hereafter issued and Outstanding, Article Ten of the Base Indenture shall be amended by adding the following new Section 10.08 thereto, each as set forth below:

> "Section 10.08 Section 18(a)(1)(A) of the Investment Company Act.

The Company hereby agrees that for the period of time during which Notes are Outstanding, the Company will not violate, whether or not it is subject to, Section 18(a)(1)(A) as modified by Section 61(a)(1) of the Investment Company Act or any successor provisions thereto of the Investment Company Act."

## ARTICLE IV

## MISCELLANEOUS

Section 4.01 Governing Law. This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws that would cause the application of laws of another jurisdiction. This Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions.

Section 4.02 Separability Clause. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.03 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which will be an original, but such counterparts will together constitute but one and the same Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, .pdf transmission, email or other electronic means shall constitute effective execution and delivery of this Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, .pdf transmission, email or other electronic means shall be deemed to be their original signatures for all purposes.

Section 4.04 Ratification of Base Indenture. The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument with respect to the Notes. All provisions included in this Supplemental Indenture supersede any conflicting provisions included in the Base Indenture with respect to the Notes, unless not permitted by law. The Trustee accepts the trusts created by the Indenture, as supplemented by this Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Indenture, as supplemented by this Supplemental Indenture.

Section 4.05 Effectiveness. The provisions of this Supplemental Indenture shall become effective as of the date hereof.

Section 4.06 Article I Terms. Notwithstanding anything else to the contrary herein, the terms and provisions of Article I of this Supplemental Indenture shall apply only to the Notes and shall not apply to any other series of Securities under the Indenture and this Supplemental

Indenture shall not and does not otherwise affect, modify, alter, supplement or change the terms and provisions of any other series of Securities under the Indenture, whether now or hereafter issued and Outstanding.

Section 4.07 Recitals. The recitals contained herein and in the Notes shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture, the Notes or any Additional Notes, except that the Trustee represents that it is duly authorized to execute and deliver this Supplemental Indenture, authenticate the Notes and any Additional Notes and perform its obligations hereunder. The Trustee shall not be accountable for the use or application by the Company of the Notes or any Additional Notes or the proceeds thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

PROSPECT CAPITAL CORPORATION

By: _____
Name: Kristin L. Van Dask
Title: Chief Financial Officer and
Chief Compliance Officer

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

By: _____
Name: Beverly A. Freeney
Title: Vice President

**EXHIBIT A**

[Form of Global Note]

EXHIBIT A

[FORM OF GLOBAL NOTE]

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND SUCH CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO., OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**Prospect Capital Corporation**

No. $
CUSIP No. 74348T110
ISIN No. US74348T1108

6.875% Notes due 2029

Prospect Capital Corporation, a corporation duly organized and existing under the laws of Maryland (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of (U.S. $ ) on June 15, 2029, and to pay interest thereon from [the most recent Interest Payment Date immediately preceding the date of issuance of the Notes] OR [the Interest Payment Date immediately following the issuance date of the Notes], quarterly on March 15, June 15, September 15 and December 15 in each year, commencing [the Interest Payment Date immediately following the date of issuance of the Notes] OR [the Interest Payment Date following the Interest Payment Date immediately following the date of issuance of the Notes] , at the rate of 6.875% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security is registered at the close of business on the Regular Record Date for such interest, which shall be March 1, June 1, September 1 and December 1

(whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture. This Security may be issued as part of a series.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the Corporate Trust Office of the Trustee in New York, New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROSPECT CAPITAL CORPORATION

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Dated:

**Prospect Capital Corporation**

6.875% Notes due 2029

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of February 16, 2012, as amended by that certain Agreement of Resignation, Appointment and Acceptance, dated March 12, 2012 (herein called the "Base Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and U.S. Bank National Association, as Trustee by succession (herein called the "Trustee", which term includes any successor trustee under the Base Indenture), and reference is hereby made to the Base Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered, as supplemented by the Supplemental Indenture, dated as of February 7, 2019 (the "Supplemental Indenture", together with the Base Indenture collectively referred to herein as the "Indenture"). In the event of any conflict between the Base Indenture and the Supplemental Indenture, the Supplemental Indenture shall govern and control.

This Security is one of the series designated on the face hereof, initially limited in aggregate principal amount to up to $100,000,000. Under a Board Resolution, Officers' Certificate pursuant to Board Resolutions or an indenture supplement, the Company may from time to time, without the consent of the Holders of Securities, issue additional Securities of this series (in any such case "Additional Securities") having the same ranking and the same interest rate, maturity and other terms as the Securities. Any Additional Securities and the existing Securities will constitute a single series under the Indenture and all references to the relevant Securities herein shall include the Additional Securities unless the context otherwise requires. The aggregate amount of outstanding Securities represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions.

The Securities of this series are subject to redemption in whole or in part at any time or from time to time, at the option of the Company, on or after December 15, 2021, at a redemption price of $25 per security plus accrued and unpaid interest payments otherwise payable for the then-current quarterly interest period accrued to the date fixed for redemption.

Notice of redemption shall be given in writing and mailed, first-class postage prepaid or by overnight courier guaranteeing next-day delivery, to each Holder of the Securities to be redeemed, not less than thirty (30) nor more than ninety (90) days prior to the Redemption Date, at the Holder's address appearing in the Security Register. All notices of redemption shall contain the information set forth in Section 11.04 of the Base Indenture.

Any exercise of the Company's option to redeem the Securities will be done in compliance with the Investment Company Act, and the rules, regulations and interpretations promulgated thereunder, to the extent applicable.

If the Company elects to redeem only a portion of the Securities, the Trustee will determine the method for selecting the particular Securities to be redeemed, in accordance with the Investment Company Act of 1940, and the rules and regulations promulgated thereunder, to the extent applicable. In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Securities called for redemption.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

The interest rate payable on the Notes will be subject to adjustment from time to time if an Interest Rate Adjustment Triggering Event occurs or, if following an Interest Rate Adjustment Triggering Event, S&P (or, if applicable, any Substitute Rating Agency) subsequently upgrades the debt rating assigned to the Notes, in each case in the manner described in Section 1.09 of the Supplemental Indenture.

The Indenture contains provisions that provide Holders upon the occurrence of a Fundamental Change (as defined in Section 1.10 of the Supplemental Indenture), the option to require the Company to repurchase all of a Holder's Securities, or any portion thereof that is a multiple of $25 principal amount, at a repurchase price equal to one hundred percent of the principal amount of the Securities being repurchased, plus accrued and unpaid interest to, but not including, the repurchase date.

The Indenture provides that the Company may not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other person or sell, convey, transfer or lease its property and assets substantially as an entirety to another person, unless certain specified conditions set forth in Section 1.11 of the Supplemental Indenture are satisfied.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. Section 1.12 of the Supplemental Indenture provides for the payment of additional interest upon the occurrence of certain Events of Default.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and

certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless (i) such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, (ii) the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee, (iii) such Holder offered the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, (iv) the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and (v) for sixty (60) days after receipt of such notice, request and offer of indemnity, the Trustee shall have failed to institute any such proceeding. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $25 and any integral multiples of $25 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company or Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.



(Back To Top)

# Section 3: EX-99.(H)(10) (EXHIBIT 99.(H)(10))

**Exhibit (h)(10)**

**PROSPECT CAPITAL CORPORATION**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2024**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2028**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.875% Notes due 2029**

**AMENDED AND RESTATED DEBT DISTRIBUTION AGREEMENT**

February 7, 2019

Comerica Securities, Inc.
3551 Hamlin Road, MC 7476
Auburn Hills, MI 48326

Ladies and Gentlemen:

Prospect Capital Corporation, a corporation organized under the laws of Maryland (the "**Company**"), Prospect Capital Management L.P., a Delaware limited partnership registered as an investment adviser (the "**Adviser**"), Prospect Administration LLC, a Delaware limited liability company (the "**Administrator**"), and Comerica Securities, Inc. (the "**Agent**") previously entered into a Debt Distribution Agreement dated August 31, 2018 (the "**Original Agreement**"). The parties hereby amend and restate the Original Agreement and the parties hereto collectively confirm their agreement in the form of this Amended and

Restated Debt Distribution Agreement (this "**Agreement**"), which supersedes and replaces the Original Agreement, as follows:

1. Issuance and Sale of Notes. In December 2015, the Company issued $160,000,000 in aggregate principal amount of its 6.25% Notes due 2024, which trade on the New York Stock Exchange (the "**NYSE**") under the trading symbol "PBB" (the "**2024 Notes**"). From June 2016 through August 2016, the Company issued an additional $39,281,000 aggregate principal amount of the 2024 Notes in an at-the-market offering. From July 2, 2018 through February 6, 2019, the Company issued an additional $22,186,975 aggregate principal amount of the 2024 Notes in an at-the-market offering (the "**Additional 2024 Notes**"). As of the date of this Agreement, the Company has issued a total of $221,467,975 in aggregate principal amount of the 2024 Notes. In June 2018, the Company issued $55,000,000 in aggregate principal amount of its 6.25% Notes due 2028, which

trade on the NYSE under the trading symbol "PBY" (the "**2028 Notes**"). From July 2, 2018 through February 6, 2019, the Company issued an additional $12,410,775 aggregate principal amount of the 2028 Notes in an at-the-market offering (the "**Additional 2028 Notes**"). As of the date of this Agreement, the Company has issued a total of $67,410,775 in aggregate principal amount of the 2028 Notes. In December 2018, the Company issued $50,000,000 in aggregate principal amount of its 6.875% Notes due 2029, which trade on the NYSE under the trading symbol "PBC" (the "**2029 Notes**"). The Company proposes to issue and sell through the Agent, as sales agent, in accordance with the terms and conditions set forth in Section 4 of this Agreement, (i) additional 2024 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of Additional 2024 Notes (the "**Maximum Amount of 2024 Notes**"), (ii) additional 2028 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of Additional 2028 Notes (the "**Maximum Amount of 2028 Notes**") and (iii) additional 2029 Notes having an aggregate principal amount of up to $100,000,000 (the "**Maximum Amount of 2029 Notes**") (collectively, the "**Notes**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this Section 1 regarding the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes to be issued and sold under this Agreement shall be the sole responsibility of the Company, and the Agent shall have no obligation in connection with such compliance. The 2024 Notes will be issued pursuant to an indenture, dated as of February 16, 2012, as amended (the "**Base Indenture**"), between the Company and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by a supplemental indenture, dated as of December 10, 2015, between the Company and the Trustee (the "**Original 2024 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2024 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2024 Supplemental Indenture, the "**2024 Notes Indenture**"). The 2028 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of June 7, 2018, between the Company and the Trustee (the "**Original 2028 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2028 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2028 Supplemental Indenture, the "**2028 Notes Indenture**"). The 2029 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of December 5, 2018, between the Company and the Trustee (the "**Original 2029 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated as of February 7, 2019, between the Company and the Trustee (the "**New 2029 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2029 Notes Supplemental Indenture, the "**2029 Notes Indenture**"). The issuance and sale of Notes through the Agent will be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the "**Commission**").

The Company, the Adviser and the Administrator have also entered into (i) a second amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**BB&T Agreement**") dated of even date herewith, with BB&T Capital Markets, a division of BB&T Securities, LLC ("**BB&T**"), and (ii) a second amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**B. Riley Agreement**") dated of even date herewith, with B. Riley FBR, Inc. ("**B. Riley**"). The aggregate principal amounts of Notes that may

be sold collectively pursuant to this Agreement, the BB&T Agreement and the B. Riley Agreement shall not exceed the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable.

The Company has entered into an investment advisory and management agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Investment Advisory Agreement**"), with the Adviser under the Advisers Act. The Company has entered into an administration agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Administration Agreement**"), with the Administrator.

The Company has filed, pursuant to the 1933 Act, with the Commission a registration statement on Form N-2, which registers the offer and sale of certain securities to be issued from time to time by the Company, including the Notes. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "**Trust Indenture Act**"). The Company filed a Form N-54A "Notification of Election to be Subject to Sections 55 through 65 of the 1940 Act Filed Pursuant to Section 54(a) of the 1940 Act" (File No. 814-00659) with the Commission on April 16, 2004, under the 1940 Act.

Except where the context otherwise requires, the registration statement, as amended when it became effective and any post-effective amendment thereto, including in each case all documents filed as a part thereof, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 497 under the 1933 Act or deemed to be part of such registration statement pursuant to Rule 430C under the 1933 Act is hereinafter referred to as the "**Registration Statement**." The prospectus, in the form it was included in the Registration Statement at the time it was declared effective is hereinafter referred to as the "**Base Prospectus**." The Company has prepared and will file with the Commission in accordance with Rule 497 under the 1933 Act, a prospectus supplement (the "**Prospectus Supplement**") supplementing the Base Prospectus in connection with offers and sales of the Notes. The Base Prospectus and the most recent Prospectus Supplement filed with the Commission pursuant to Rule 497 under the 1933 Act at each Applicable Time and each Settlement Date are hereinafter referred to collectively as the "**Prospectus**."

All references in this Agreement to financial statements and schedules and other information which is "contained," "disclosed," "included," "filed as part of" or "stated" in the Registration Statement or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are or are deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement or the Prospectus shall be deemed to mean and include the filing of any document under the Exchange Act which is or is deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be. All references in this Agreement to the Registration Statement, the Prospectus or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

2. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the Agent, and the Adviser and the Administrator, jointly and severally, represent and warrant to and agree with the Agent, as of the date hereof, as of each Applicable Time, and as of each Settlement Date (as such term is defined in Section 4 hereof), as follows:

(a) *Compliance with Registration Requirements*.

(i) The Company meets the requirements for use of Form N-2 under the 1933 Act. The Registration Statement has been declared effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act, and no proceedings for any such purpose, have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

(ii) At the respective times the Registration Statement, and any post-effective amendment thereto, became effective, and at each Applicable Time and each Settlement Date, the Registration Statement, and all post-effective amendments thereto complied and will comply in all material respects with the requirements of the 1933 Act and the Trust Indenture Act, and (excluding any post-effective amendment for the purpose of filing exhibits thereto) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its date, at the respective times the Prospectus or any such amendment or supplement was issued, and as of the date hereof, as of each Applicable Time and as of each Settlement Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not include (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) statements in or omissions from the Registration Statement or Prospectus made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Agent for use in the Registration Statement or Prospectus it being understood and agreed that the only such information furnished to the Company in writing by the Agent consists of the information described in Section 8(b) below.

(iii) At the respective times the Prospectus was filed, as of the date hereof, as of each Applicable Time and as of each Settlement Date, it complied and will comply in all material respects with the 1933 Act and the Trust Indenture Act, and if filed by electronic transmission pursuant to EDGAR (except as may be permitted by Regulation S-T under the 1933 Act), will be substantially identical to the copy thereof delivered to the Agent for use in connection with the applicable offering.

(iv) On the date hereof, at the respective times the Registration Statement and any post-effective amendment thereto became effective and as of each Settlement Date,

the Indenture complied or will comply in all material respects with the applicable requirements of the Trust Indenture Act.

(b) *Independent Accountant*. BDO USA, LLP, which has expressed its opinion with respect to certain of the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules filed with the Commission as a part of the Registration Statement and included in the Prospectus, is an independent registered public accounting firm as required by the 1933 Act and Exchange Act.

(c) *Preparation of the Financial Statements*. The financial statements (together with the related schedules and notes) filed with the Commission as a part of the Registration Statement and included in the Prospectus present fairly the consolidated financial position of the Company as of and at the dates indicated and the results of its operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("**GAAP**") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The consolidated selected financial data included in the Prospectus presents fairly in all material respects the information shown therein and has been compiled on a basis consistent with the consolidated financial statements included or incorporated by reference in the Registration Statement. All disclosures contained in the Registration Statement or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G under the Exchange Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable. There are no financial statements that are required to be included in the Registration Statement or the Prospectus that are not included as required.

(d) *Internal Control Over Financial Reporting*. The Company maintains a system of internal control over financial reporting sufficient to provide reasonable assurances that financial reporting is reliable and financial statements for external purposes are prepared in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with the authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

(e) *Disclosure Controls*. The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company, including material information pertaining to the Company's operations and assets managed by the Adviser, is made known to the Company's Chief Executive Officer and Chief Financial Officer by others within the Company and the Adviser, and such disclosure controls and procedures are effective to perform the functions for which they were established.

(f) *No Material Adverse Change*. Except as otherwise disclosed in the Registration Statement and the Prospectus, subsequent to the respective dates as of which information is given in the Prospectus: (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, net asset value, prospects, business or operations, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, considered as one entity or a material adverse effect on the performance by the Company of this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or the consummation of any transaction contemplated hereby or thereby (any such change or effect, where the context so requires is called a "**Material Adverse Change**" or a "**Material Adverse Effect**"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business or entered into any material transaction or agreement not in the ordinary course of business; and (iii) except for regular periodic dividends on shares of the Company's common stock, there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock, or, except for any repurchases under the Company's share repurchase program which repurchases shall be made in compliance with applicable law, repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(g) *Good Standing of the Company and its Subsidiaries*. The Company and each of its subsidiaries have been duly incorporated or organized, as the case may be, and each is validly existing as a corporation or other entity, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, and has the corporate or other power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and, in the case of the Company, to enter into and perform its obligations under this Agreement, the Indenture and the Notes. Each of the Company and its subsidiaries is duly qualified as a foreign corporation or entity, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock or equity interest of each subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(h) *Subsidiaries of the Company*. The Company does not own, directly or indirectly, any shares of stock or any other equity or long-term debt securities of any corporation or other entity other than (i) 100% of the equity interests in Prospect Capital Funding, LLC, Prospect Small Business Lending LLC, PSBL, LLC and Prospect Yield Corporation, LLC, (ii) all or substantially all of the equity interests in each of the Consolidated Holding Companies and (iii) those corporations or other entities described in the Registration Statement and the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company**" and collectively, the "**Portfolio Companies**"). Except as otherwise disclosed in the Registration Statement and the Prospectus, the Company does not control (as such term is defined in Section 2(a)(9) of the 1940 Act) any of the Portfolio Companies.

Except as otherwise disclosed in the Prospectus, the Company is not required, in accordance with Article 6 of Regulation S-X under the 1933 Act, to consolidate the financial statements of any corporation, association or other entity with the Company's financial statements other than Prospect Capital Funding, LLC, Prospect Small Business Lending LLC, PSBL, LLC, Prospect Yield Corporation, LLC and each of the Consolidated Holding Companies.

(i) *Portfolio Companies*. The Company has duly authorized, executed and delivered any agreements pursuant to which it made the investments described in the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company Agreement**"). To the Company's knowledge, except as otherwise disclosed in the Prospectus, each Portfolio Company is current, in all material respects, with all its obligations under the applicable Portfolio Company Agreements, no event of default (or a default which with the giving of notice or the passage of time would become an event of default) has occurred under such agreements, except to the extent that any such failure to be current in its obligations and any such default would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(j) *BDC Election; Regulated Investment Company*. The Company has elected to be regulated as a business development company under the 1940 Act and has filed with the Commission, pursuant to Section 54(a) of the 1940 Act, a duly completed and executed Form N-54A (the "**Company BDC Election**"); the Company has not filed with the Commission any notice of withdrawal of the BDC Election pursuant to Section 54(c) of the 1940 Act; the Company's BDC Election remains in full force and effect, and, to the Company's knowledge, no order of suspension or revocation of such election under the 1940 Act has been issued or proceedings therefore initiated or threatened by the Commission. The provisions of the corporate charter and bylaws of the Company and the operations of the Company are in compliance in all material respects with the provisions and requirements of the 1940 Act applicable to business development companies and the rules and regulations of the Commission applicable to business development companies.

(k) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Company; and the Administration Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Company, except as the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally.

(l) *Authorization of the Notes*. The Company has all requisite corporate power and authority to execute, issue, sell and perform its obligations contemplated by the Notes. The Notes have been duly authorized by the Company and, when duly issued and executed by the Company in accordance with this Agreement and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, assuming due authentication of the Notes by the Trustee, upon delivery by the Company against payment therefor in accordance with the terms hereof and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, will be validly issued and delivered and will constitute valid and binding obligations of the Company

entitled to the benefits of the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(m) *Authorization of Indentures*. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been duly and validly authorized, executed and delivered by the Company and the Trustee and constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law); the Indenture has been qualified under the Trust Indenture Act. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture conform in all material respects to the description thereof in the Prospectus and the Notes will conform to the description thereof in the Prospectus, as amended or supplemented.

(n) *Disclosure*. The statements set forth in the Prospectus under the caption "Description of the Notes," insofar as they purport to constitute a summary of the terms of the Notes and under the captions "Material U.S. Federal Income Tax Considerations" and "Certain Relationships and Transactions," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate in all material respects.

(o) *Non-Contravention of Existing Instruments*. Neither the Company nor any subsidiary is in violation of or default under (i) its charter, articles or certificate of incorporation, by-laws, or similar organizational documents; (ii) any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument, including any Portfolio Company Agreement, the Investment Advisory Agreement and the Administration Agreement, to which the Company or any of its subsidiaries is a party or bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *No Further Authorizations or Approvals Required.* The Company's execution, delivery and performance of this Agreement, the issuance and sale of the Notes, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, and consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus (i) have been duly authorized by all necessary corporate action, have been effected in accordance with the 1940 Act and will not

result in any violation of the provisions of the charter, articles or certificate of incorporation or by-laws of the Company or similar organizational documents of any subsidiary, (ii) will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any existing instrument, except for such conflicts, breaches, defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Effect, (iii) will not result in any material respect in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary and (iv) will not affect the validity of the Notes or the legal authority of the Company to comply with the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or this Agreement. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company's execution, delivery and performance of this Agreement, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture or consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus, except such as have already been obtained or made under the 1933 Act, the 1940 Act, the Trust Indenture Act and such as may be required under any applicable state securities or blue sky laws or from the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

(q) *Intellectual Property Rights*. The Company and its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct their businesses as described in the Registration Statement and the Prospectus; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would, individually or in the aggregate, result in a Material Adverse Effect. To the Company's knowledge, none of the technology employed by the Company has been obtained or is being used by the Company in violation of any contractual obligation binding on the Company or any of its officers, directors or employees or otherwise in violation of the rights of any persons.

(r) *Compliance with Environmental Law*. To the knowledge of the Company, the Adviser and the Administrator, the Company, its subsidiaries and each controlled Portfolio Company (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"); (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect.

(s) *All Necessary Permits, etc*. The Company and each subsidiary possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not, individually or in the aggregate, result in a Material Adverse Effect and the Company has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could result in a Material Adverse Effect.

(t) *Investment Advisory Agreement*. (i) The terms of the Investment Advisory Agreement, including compensation terms, comply in all material respects with all applicable provisions of the 1940 Act and the Advisers Act and (ii) the approvals by the Board and the stockholders of the Company of the Investment Advisory Agreement have been made in accordance with the requirements of Section 15 of the 1940 Act applicable to companies that have elected to be regulated as business development companies under the 1940 Act.

(u) *Absence of Proceedings*. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against the Company, which is required to be disclosed in the Registration Statement or the Prospectus (other than as disclosed therein), or which might, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes or the performance by the Company of its obligations hereunder and thereunder. The aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Registration Statement or the Prospectus, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(v) *Accuracy of Exhibits*. Notwithstanding this Agreement, the BB&T Agreement and the B. Riley Agreement, there are no contracts or documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits thereto by the 1933 Act or the 1940 Act that have not been so described and filed as required.

(w) *Advertisements*. As of the respective times of use and as of each Applicable Time, any advertising, sales literature or other promotional material (including "prospectus wrappers," "broker kits," "road show slides" and "road show scripts" and "electronic road show presentations") authorized in writing by or prepared by the Company used in connection with the public offering of the Notes (collectively, "**Sales Material**") does not materially conflict with the information contained in the Registration Statement or Prospectus and does not contain an untrue statement of a material fact or omit to state a 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. Moreover, all Sales Material complied and will comply in all material respects with the applicable requirements of the 1933 Act and the 1940 Act and the rules and interpretations of FINRA (except that this representation and warranty does not include statements in or omissions

from the Sales Material made in reliance upon and in conformity with information relating to the Agent furnished to the Company by or on behalf of the Agent expressly for use therein).

(x) *Subchapter M*. During the past fiscal year, the Company has been organized and operated, and is currently organized and operates, in compliance in all material respects with the requirements to be taxed as a regulated investment company under Subchapter M of the Internal Revenue Code of 1986, as amended ("**Subchapter M of the Code**" and the "**Code**," respectively). The Company intends to direct the investment of the proceeds of the offering described in the Registration Statement and the Prospectus in such a manner as to comply with the requirements of Subchapter M of the Code.

(y) *Tax Law Compliance*. The Company and its subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments or penalties as may be contested in good faith and by appropriate proceedings. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in the Registration Statement and the Prospectus in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined. The Company is not aware of any tax deficiency that has been or might be asserted or threatened against the Company or any subsidiary that could result, individually or in the aggregate, in a Material Adverse Effect.

(z) *Distribution of Offering Materials*. The Company has not distributed, or authorized the distribution of, and will not distribute, or authorize the distribution of, any offering material in connection with the offering and sale of the Notes other than the Registration Statement or the Prospectus.

(aa) *Registration Rights*. Except as otherwise described in the Prospectus or the Registration Statement, there are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(bb) *Nasdaq Global Select Market*. The Company's shares of common stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act and are listed for quotation on the Nasdaq Global Select Market ("**NASDAQ**"). The Company has taken no action designed to, or likely to have the effect of, terminating the registration of its common stock under the Exchange Act or delisting its common stock from the NASDAQ, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing. The Company has continued to satisfy, in all material respects, all requirements for listing its common stock for trading on the NASDAQ.

(cc) *NYSE Listing*. The 2024 Notes, the 2028 Notes and the 2029 Notes have been duly listed on the NYSE and prior to their issuance, the Notes will have been approved for listing. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the 2024 Notes, the 2028 Notes or the 2029 Notes under the Exchange Act or delisting

the 2024 Notes, the 2028 Notes or the 2029 Notes from the NYSE, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing. The Company satisfies, in all material respects, all requirements for listing the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes for trading on the NYSE.

(dd) *No Price Stabilization or Manipulation*. Neither the Company, the Adviser nor the Administrator has taken nor will it take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes; provided, however, the Agent acknowledges the Company may from time to time repurchase the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes pursuant to a note repurchase program, which repurchases shall be made in compliance with applicable law.

(ee) *Compliance with the Exchange Act and the 1940 Act; Reports Filed*. The documents filed by the Company with the Commission under the Exchange Act and the 1940 Act, complied, and will comply in all material respects, with the requirements of the Exchange Act and the 1940 Act, as applicable, and, with respect to the Exchange Act documents, as of the date hereof, each Applicable Time, and as of each Settlement Date, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has filed all reports required to be filed pursuant to, the 1940 Act and the Exchange Act, except where the failure to file such reports would not have a Material Adverse Effect.

(ff) *Interested Persons*. Except as disclosed in the Registration Statement or the Prospectus (i) no person is serving or acting as an officer, director or investment adviser of the Company, except in accordance with the provisions of the 1940 Act and the Advisers Act, and (ii) to the knowledge of the Company, no director of the Company is an "interested person" (as defined in the 1940 Act) of the Company or an "affiliated person" (as defined in the 1940 Act) of any Agent except as otherwise disclosed in the Registration Statement or the Prospectus.

(gg) *No Unlawful Contributions or Other Payments*. Neither the Company nor any of its subsidiaries nor, to the Company's knowledge, any officer, director, employee or agent of the Company or any subsidiary, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Registration Statement and the Prospectus.

(hh) *No Outstanding Loans or Other Indebtedness*. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of the members of any of them, except as disclosed in the Registration Statement and the Prospectus.

(ii) *Compliance with Laws*. The Company has not been advised, and has no knowledge, that it and each of its subsidiaries are not conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which it is conducting business, except

where failure to be so in compliance would not result, individually or in the aggregate, in a Material Adverse Effect.

(jj) *Compliance with the Sarbanes-Oxley Act of 2002*. The Company has complied in all material respects with Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 and has made the evaluations of the Company's disclosure controls and procedures required under Rule 13a-15 under the Exchange Act.

(kk) *FINRA Matters*. All of the information provided to the Agent or to counsel for the Agent by the Company and, to the knowledge of the Company, its officers and directors and the holders of any securities of the Company in connection with letters, filings or other supplemental information provided to FINRA pursuant to FINRA Corporate Financing Rule 5110 is true, complete and correct in all material respects.

(ll) *Foreign Corrupt Practices Act*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

(mm) *Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(nn) *OFAC*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use any of the proceeds received by the Company from the sale of Notes contemplated by this Agreement, or lend, contribute or otherwise make available any such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

Any certificate signed by any officer of the Company, the Adviser or the Administrator and delivered to the Agent or to counsel for the Agent shall be deemed a representation and warranty by the Company, the Adviser or the Administrator (as applicable), to the Agent as to the matters covered thereby.

3. Representations and Warranties of the Adviser and the Administrator. The Adviser and the Administrator, jointly and severally, represent and warrant to the Agent as of the date hereof, as of each Applicable Time and as of each Settlement Date, and agree with the Agent as follows:

(a) *No Material Adverse Change in Business*. Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, there has been no material adverse change in the financial condition, or in the earnings, business affairs, operations or regulatory status of the Adviser or the Administrator or any of their respective subsidiaries, whether or not arising in the ordinary course of business, that would reasonably be expected to result in a Material Adverse Effect, or would otherwise reasonably be expected to prevent the Adviser or the Administrator from carrying out its obligations under the Investment Advisory Agreement (an "**Adviser Material Adverse Change**" or an "**Adviser Material Adverse Effect**," where the context so requires) or the Administration Agreement (an "**Administrator Material Adverse Change**" or an "**Administrator Material Adverse Effect**," where the context so requires).

(b) *Good Standing*. Each of the Adviser and the Administrator (and each of their subsidiaries) has been duly organized and is validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into and perform its obligations under this Agreement; the Adviser has full power and authority to execute and deliver and perform its obligations under the Investment Advisory Agreement; the Administrator has full power and authority to execute and deliver the Administration Agreement; and each of the Adviser and the Administrator is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to qualify or be in good standing would not otherwise reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(c) *Registration Under Advisers Act*. The Adviser is duly registered with the Commission as an investment adviser under the Advisers Act and is not prohibited by the Advisers Act or the 1940 Act from acting under the Investment Advisory Agreement for the Company as contemplated by the Registration Statement and the Prospectus. There does not exist any proceeding or, to the Adviser's knowledge, any facts or circumstances the existence of which could lead to any proceeding, which might adversely affect the registration of the Adviser with the Commission.

(d) *Absence of Proceedings*. There is no action, suit or proceeding or, to the knowledge of the Adviser or the Administrator, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Adviser or the Administrator, threatened, against or affecting either the Adviser or the Administrator, which is required to be disclosed in the Registration Statement or the Prospectus

(other than as disclosed therein), or which would reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes, the Investment Advisory Agreement or the Administration Agreement; the aggregate of all pending legal or governmental proceedings to which the Adviser or the Administrator is a party or of which any of its respective property or assets is the subject which are not described in the Registration Statement and the Prospectus, including ordinary routine litigation incidental to their business, would not reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect.

(e) *Absence of Defaults and Conflicts*. Neither the Adviser nor the Administrator is in violation of its certificate of limited partnership or certificate of formation, as applicable, or limited partnership operating agreement or limited liability company operating agreement, as applicable, or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Adviser or the Administrator is a party or by which it or any of them may be bound, or to which any of the property or assets of the Adviser or the Administrator is subject (collectively, the "**Instruments**"), or in violation of any law, statute, rule, regulation, judgment, order or decree except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and the execution, delivery and performance of this Agreement, the Investment Advisory Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Notes and the use of the proceeds from the sale of the Notes as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Adviser with its obligations hereunder and under the Investment Advisory Agreement and by the Administrator with its obligations hereunder and under the Administration Agreement do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Adviser or the Administrator pursuant to any Instrument, as applicable, except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable, nor will such action result in any violation of the provisions of the limited partnership or limited liability company operating agreement, as applicable, of the Adviser or Administrator, respectively; nor will such action result in any violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Adviser, the Administrator, or any of their respective assets, properties or operations except for such violations that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(f) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Adviser and the Administrator; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Adviser; and the Administration Agreement

has been duly authorized, executed and delivered by the Administrator; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Adviser and the Administrator, respectively, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally and (ii) rights to indemnification and contribution may be limited by equitable principles of general applicability or by state or federal securities laws or the policies underlying such laws.

(g) *Absence of Further Requirements*. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Adviser or the Administrator of its obligations hereunder, in connection with the offering, issuance or sale of the Notes hereunder or the consummation of the transactions contemplated by this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture, the Investment Advisory Agreement, the Administration Agreement, the Registration Statement or the Prospectus (including the use of the proceeds from the sale of the Notes as described in the Registration Statement and the Prospectus under the caption "Use of Proceeds"), except (i) such as have been already obtained under the 1933 Act and the 1940 Act, (ii) such as may be required under state securities laws and (iii) the filing of the Notification of Election under the 1940 Act, which has been effected.

(h) *Description of the Adviser and the Administrator*. The description of the Adviser and the Administrator contained in the Prospectus does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(i) *Possession of Licenses and Permits*. Each of the Adviser and the Administrator possesses such valid and current certificates, authorizations or permits issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it (collectively, "**Governmental Licenses**"), except where the failure so to possess would not reasonably be expected to, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; each of the Adviser and Administrator is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and neither the Adviser nor the Administrator has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(j) *Employment Status*. The Adviser is not aware that (i) any executive, key employee or significant group of employees of the Company, if any, the Adviser or the Administrator,

as applicable, plans to terminate employment with the Company, the Adviser or the Administrator or (ii) any such executive or key employee is subject to any non-compete, nondisclosure, confidentiality, employment, consulting or similar agreement that would be violated by the present or proposed business activities of the Company or the Adviser except where such termination or violation would not reasonably be expected to have an Adviser Material Adverse Effect.

4. Sale and Delivery of Notes.

(a) Subject to the terms and conditions set forth herein, the Company agrees to issue and sell through the Agent acting as sales agent and the Agent agrees to use its commercially reasonable efforts to sell as sales agent for the Company, the Notes. The Agent may sell Notes by any method deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act), including without limitation sales made directly on the NYSE, on any other existing trading market for the 2024 Notes, the 2028 Notes or the 2029 Notes (including the Notes) or to or through a market maker. Subject to the terms of a Placement Notice (as defined herein), the Agent may also sell the Notes by any other method permitted by law, including but not limited to negotiated transactions, with the Company's consent. The Agent covenants and agrees that it shall not engage in a sale of Notes on the Company's behalf that would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act without the Company's prior written consent. Subject to the previous sentence, the Company acknowledges and agrees that in the event a sale of Notes on behalf of the Company would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act or the Agent reasonably believes it may be deemed an "underwriter" under the 1933 Act in a transaction that is not deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act) and the Company consents to such sale, the Company will provide to the Agent, at the Agent's request and upon reasonable advance notice to the Company, on or prior to the Settlement Date (as defined below) for such transaction, the opinions of counsel, accountants' letters and officers' certificates pursuant to Section 6 hereof, each dated the Settlement Date, and such other documents and information as the Agent shall reasonably request. Solely with respect to such sales that would constitute a "distribution," the Agent shall use commercially reasonable efforts to assist the Company in obtaining performance of its obligations by each purchaser whose offer to purchase Notes has been solicited by the Agent and accepted by the Company.

Each time that the Company wishes to issue and sell Notes hereunder (each, a "**Placement**"), it will notify the Agent by email notice (or other method mutually agreed to in writing by the parties) containing the parameters in accordance with which it desires Notes to be sold, which shall at a minimum include the principal amount of Notes to be issued and sold, including whether the Notes to be sold shall be comprised of 2024 Notes, 2028 Notes or 2029 Notes or both, the time period during which sales are requested to be made, any limitation on the principal amount of Notes that may be sold in any one day and any minimum price below which sales may not be made and the compensation payable to the Agent (a "**Placement Notice**"), a form of which containing such minimum sales parameters necessary is attached hereto as Schedule I.

The Placement Notice shall originate from any of the individuals from the Company set forth on Schedule II (with a copy to each of the other individuals from the Company listed on such schedule),

and shall be addressed to each of the individuals from the Agent set forth on Schedule II, as such Schedule II may be amended from time to time. If the Agent wishes to accept such proposed terms included in the Placement Notice (which it may decline to do so for any reason in its sole discretion) or, following discussion with the Company, wishes to propose modified terms, the Agent will, prior to 4:30 p.m. (New York City time) or, if later, within three hours after receipt of the Placement Notice, on the same Business Day on which such Placement Notice is delivered to the Agent, issue to the Company a notice by email (or other method mutually agreed to in writing by the parties) addressed to all of the individuals from the Company and the Agent set forth on Schedule II) accepting such terms (the "**Agent Acceptance**") or setting forth the terms that the Agent is willing to accept. Where the terms provided in the Placement Notice are proposed to be modified as provided for in the immediately preceding sentence, such terms will not be binding on the Company or the Agent until the Company delivers to the Agent an acceptance by email (or other method mutually agreed to in writing by the parties) of all of the terms of such Placement Notice, as proposed to be modified (the "**Company Acceptance**" and, whichever of it or the Agent Acceptance becomes effective, the "**Acceptance**"), which email or other communication shall be addressed to all of the individuals from the Company and the Agent set forth on Schedule II and must be delivered not later than 6:00 p.m. (New York City time) or, if later, within three hours after receipt of the modified terms proposed by the Agent, on the same Business Day. The Placement Notice shall be effective upon receipt by the Company of the Agent Acceptance or, if modified as provided above, upon receipt by the Agent of the Company Acceptance, as the case may be, unless and until (i) the entire principal amount of the Notes covered by the Acceptance have been sold, (ii) in accordance with the notice requirements set forth in Section 4(c), the Company suspends or terminates the Placement Notice, (iii) the Company issues a subsequent Placement Notice with parameters superseding those on the earlier dated Placement Notice, or (iv) the Agreement has been terminated under the provisions of Section 9. It is expressly acknowledged and agreed that neither the Company nor the Agent will have any obligation whatsoever with respect to a Placement unless and until the Company delivers a Placement Notice to the Agent and there occurs with respect thereto either (i) an Agent Acceptance or (ii) a Company Acceptance pursuant to the terms set forth above, and then only upon the terms specified in the relevant Acceptance and herein. In the event of a conflict between the terms of this Agreement and the terms of an Acceptance, the terms of the Acceptance will control. Subject to the terms and conditions hereof, upon the existence of an Acceptance, the Agent shall use its commercially reasonable efforts to sell as sales agent Notes designated in the Acceptance up to the amount specified, and otherwise in accordance with the terms of such Acceptance. The Company and the Agent each acknowledge and agree that (A) there can be no assurance that the Agent will be successful in selling Notes and (B) the Agent will incur no liability or obligation to the Company or any other person or entity if it does not sell Notes for any reason other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Notes as required by this Agreement.

(b) Notwithstanding the foregoing, the Company shall not authorize the issuance and sale of, and the Agent as sales agent shall not be obligated to use its commercially reasonable efforts to sell, any Notes (i) at a price lower than the minimum price therefor authorized from time to time, or (ii) in a principal amount in excess of the principal amount of Notes authorized from time to time to be issued and sold under this Agreement, the BB&T Agreement and the B. Riley

Agreement, in each case, by the Board, or a duly authorized committee thereof, and as set forth in the applicable Acceptance. Notwithstanding anything to the contrary herein, the Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (i) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (ii) after six (6) months of the original issuance of the Notes, (A) the principal amount of the Notes, reduced by (B) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law).

(c) The Company or the Agent may, upon notice to the other party hereto by telephone (confirmed promptly by telecopy or email to all of the individuals of the other party set forth on Schedule II, which confirmation will be promptly acknowledged by the receiving party) suspend or refuse to undertake any sale of Notes designated in such Acceptance for any reason and at any time; *provided*, *however,* that such suspension or termination shall not affect or impair the parties' respective obligations with respect to Notes sold hereunder prior to the giving of such notice. Each of the parties hereto agrees that no such notice shall be effective against the other unless it originates from an individual named on Schedule II and is made to the individuals of the other party named on Schedule II hereto in accordance with this Section 4, as such Schedule may be amended from time to time.

(d) The gross sales price of any Notes sold pursuant to this Agreement by the Agent acting as sales agent of the Company shall be the market price prevailing at the time of sale for Notes sold by the Agent on the NYSE or otherwise, at prices relating to prevailing market prices or at negotiated prices. The compensation payable to the Agent for sales of Notes with respect to which the Agent acts as sales agent shall be equal to up to 2% of the gross sales price of the Notes sold pursuant to this Agreement, with the exact amount of such compensation to be mutually agreed upon by the Company and the Agent from time to time and as set forth in a Placement Notice. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental, regulatory or self-regulatory organization in respect of such sales, shall constitute the net proceeds to the Company for such Notes (the "**Net Proceeds**"). The Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be required.

(e) The Agent shall provide written confirmation to the Company no later than the opening of the trading day on the NYSE following each trading day in which Notes are sold under this Agreement setting forth the principal amount of Notes sold on the preceding day, the sales price of each individual Note, the aggregate gross sales proceeds of the Notes, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such sales.

For the avoidance of doubt, such written confirmation will be provided to the Company no later than the opening of trading on the immediately following trading day on the NYSE.

(f) Under no circumstances shall the aggregate principal amount of Notes sold pursuant to this Agreement exceed (i) the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable, (ii) the aggregate principal amount available for issuance under the Prospectus, (iii) the amount available for offer and sale under the then-currently effective Registration Statement or (iv) the aggregate principal amount authorized from time to time to be issued and sold under this Agreement, the BB&T Agreement and the B. Riley Agreement by the Board, or a duly authorized committee thereof, and notified to the Agent in writing. In addition, under no circumstances shall any Notes with respect to which the Agent acts as sales agent be sold at a price lower than the minimum price therefor authorized from time to time by the Company's Board, or a duly authorized committee thereof, and notified to the Agent in writing as set forth in the applicable Placement Notice. If either party has reason to believe that the exemptive provisions set forth in Rule 101(c)(2) of Regulation M under the Exchange Act are not satisfied with respect to the Notes, it shall promptly notify the other party and sales of the Notes under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party.

(g) Settlement for sales of Notes pursuant to this Section 4 and made in accordance with the terms of the applicable Acceptance will occur on the third business day that is also a trading day for the NYSE (other than a day on which the NYSE is scheduled to close prior to its regular weekday closing time) following the trade date on which such sales are made, unless another date shall be agreed to by the Company and the Agent (each such day, a "**Settlement Date**"). On each Settlement Date, the Notes sold through the Agent for settlement on such date shall be delivered by the Company or the Trustee, as applicable, to the Agent against payment of the Net Proceeds from the sale of such Notes. Settlement for all Notes shall be effected by book-entry delivery of Notes to the applicable Agent's account at The Depository Trust Company or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradable, transferable, registered Notes in good deliverable form, in each case against payments by the Agent of the Net Proceeds from the sale of such Notes in same day funds delivered to an account designated by the Company. If the Company or the Trustee, as applicable, shall default on its obligation to deliver Notes on any Settlement Date, the Company shall (i) indemnify and hold each Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (ii) pay the Agent any commission to which it would otherwise be entitled absent such default.

(h) At each Applicable Time, each Settlement Date and each Representation Date (as such term is defined in Section 6(n) herein), the Company, the Adviser and the Administrator shall be deemed to have affirmed each representation and warranty contained in this Agreement. The obligation of the Agent to use its commercially reasonable efforts to sell the Notes on behalf of the Company as sales agent shall be subject to the continuing accuracy of the representations and warranties of the Company herein, to the performance by the Company of its obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 4 of this Agreement.

(i) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Notes pursuant to this Agreement shall only be effected by or through only one of Agent, BB&T or B. Riley on any single given day as determined by the Company, but in no event by more than one of them, and the Company shall in no event request that more than one of Agent, BB&T or B. Riley sell Notes on the same day.

(j) Except as may be mutually agreed by the Company and the Agent the Company and the Agent agree that no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, (i) with respect to the Company's quarterly filings on Form 10-Q, during any period commencing upon the 30th day following the end of each fiscal quarter and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated financial information as of the end of the Company's most recent quarterly period (the "**10-Q Filing**") and (ii) with respect to the Company's annual report filings on Form 10-K, during any period commencing upon the 50th day following the end of the Company's fiscal year and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated audited financial information as of the end of the Company's most recent fiscal year (the "**10-K Filing**") (each of a 10-Q Filing and/or a 10-K Filing shall also be referred to herein as a "**Quarterly 497 Filing**"). To the extent the Company releases its earnings for its most recent quarterly period or fiscal year, as applicable (an "**Earnings Release**") before it files with the Commission its quarterly report on Form 10-Q for such quarterly period or annual report on Form 10-K for such fiscal year, as applicable, then the Agent and the Company agree that no sales of Notes shall take place for the period beginning on the date of the Earnings Release and ending on the date of the applicable Quarterly 497 Filing. Notwithstanding the foregoing, without the prior written consent of each of the Company and the Agent, no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, during any period in which the Company is in possession of material non-public information.

5. Expenses. The Company agrees to pay the reasonable costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), and the Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement and the Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Notes; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Notes; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all closing documents printed (or reproduced) and delivered in connection with the offering of the Notes; (v) the registration of the Notes under the Exchange Act and the listing of the Notes on the NYSE; (vi) any registration or qualification of the Notes for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Agent relating to such registration and qualification); (vii) any filings required to be made with FINRA (including filing fees and the reasonable fees and expenses of counsel for the Agent relating to such filings); (viii) the fees and expenses of the

Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (ix) the reasonable fees and expenses of the Agent and one counsel for the Agent, BB&T and B. Riley (provided that the reasonable fees and expenses of such counsel shall not exceed (a) an aggregate of $40,000 in connection with the preparation of this Agreement, the BB&T Agreement and the B. Riley Agreement and the preparation and filing of the Prospectus pursuant to which sales of Notes will be made and (b) an aggregate of $15,000 on a quarterly basis thereafter in connection with this Agreement, the BB&T Agreement and the B. Riley Agreement, collectively); (x) the cost and charges of the Trustee and any transfer agent, registrar or dividend disbursing agent; (xi) all fees and expenses in connection with obtaining and maintaining ratings for the Notes; and (xii) all other costs and expenses incident to the performance by the Company of its obligations hereunder. For the avoidance of doubt, the Company may refuse to approve fees and expenses of the Agent (or its counsel) if the Company determines, in its reasonable discretion, that such fees and expenses of the Agent (or its counsel) are not reasonable, in which case the Agent shall bear such fees and/or expenses.

6. Agreements of the Company. The Company agrees with the Agent that:

(a) The Company, subject to Section 6(a)(ii), will comply with the requirements of Rule 497, and will notify the Agent as soon as practicable, and, in the cases of Sections 6(a)(ii)-(iv), confirm the notice in writing, (i) when, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed in relation to the Notes, (ii) of the receipt of any comments from the Commission relating to the Registration Statement, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information in each case in relation to the Notes, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 497 and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 497 was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order suspending the effectiveness of the Registration Statement pursuant to Section 8(d) of the 1933 Act, and, if any such stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) The Company will give the Agent notice of its intention to file or prepare any amendment to the Registration Statement, or any supplement or revision to either the Base Prospectus included in the Registration Statement at the time a post-effective amendment thereto most recently became effective or to the Prospectus Supplement, and will furnish the Agent with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will, in good faith, consider any reasonable comments of the Agent or Agent's counsel.

(c) If, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Prospectus to comply with the 1933 Act, the Trust Indenture Act or the Exchange Act, in each case in relation to the Notes including in connection with use or delivery of the Prospectus, the Company promptly will (i) notify the Agent of any such event so that any use of the Prospectus may cease or be suspended until it is amended or supplemented or it otherwise complies with the 1933 Act, the Trust Indenture Act or the Exchange Act, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 6, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Agent in such quantities as the Agent may reasonably request.

(d) As soon as practicable after furnishing with the Commission, the Company will make generally available to its security holders and to the Agent an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the 1933 Act and Rule 158.

(e) The Company will furnish to the Agent, without charge, so long as delivery of a prospectus by the Agent or dealer may be required by the 1933 Act, as many copies of the Prospectus and any supplement thereto as the Agent may reasonably request. Except as otherwise described herein, the Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Company will arrange, if necessary, for the qualification of the Notes for sale under the laws of such states and jurisdictions as the Agent may designate and the Company agrees to and will maintain such qualifications in effect so long as required to complete the distribution and sale of the Notes; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Notes, in any jurisdiction where it is not now so subject.

(g) The Company will use the Net Proceeds in the manner specified in the Prospectus under “Use of Proceeds.”

(h) The Company will use its commercially reasonable best efforts to effect the listing of the Notes on the New York Stock Exchange and maintain the listing of the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes on the New York Stock Exchange.

(i) The Company, during the period when the Prospectus is required to be delivered under the 1933 Act or the Exchange Act, will file all documents required to be filed with the Commission pursuant to the 1940 Act and the Exchange Act within the time periods required by

the 1940 Act and the Exchange Act and the rules and regulations of the Commission thereunder, respectively.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes, except as may be allowed by law.

(k) In connection with the offering and sale of the Notes, the Company will file with the NYSE and NASDAQ all documents and notices, and make all certifications, required of companies that have securities that are listed on the NYSE and NASDAQ and will maintain such listing.

(l) The Company will cooperate with any reasonable due diligence review conducted by the Agent (or its counsel or other representatives), including, without limitation, providing information and making available documents and senior corporate officers, as the Agent may reasonably request; *provided, however*, that the Company shall be required to make available documents and senior corporate officers only (i) at the Company's principal offices and (ii) during the Company's ordinary business hours. The parties acknowledge that the due diligence review contemplated by this Section 6(l) will include, without limitation, during the term of this Agreement a quarterly diligence conference to occur within five Business Days after each Quarterly 497 Filing whereby the Company will make its senior corporate officers available to address diligence inquiries of the Agent and will provide such additional information and documents as the Agent may reasonably request.

(m) The Company agrees that on such dates as the 1933 Act shall require, the Company will file a Prospectus Supplement with the Commission pursuant to Rule 497 under the 1933 Act, or otherwise include in a filed annual report on Form 10-K or quarterly report on Form 10-Q, which Prospectus Supplement, Form 10-K or Form 10-Q, as applicable, will set forth, within the relevant quarterly or other period, the principal amount of Notes sold through the Agent, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such Notes. To the extent the information set forth in this Section 6(m) is filed in a Prospectus Supplement, the Company agrees to deliver such number of copies of each such Prospectus Supplement to each exchange or market on which such sales were effected as may be required by the rules or regulations of such exchange or market.

(n) Upon the commencement of the offering of Notes under this Agreement and each time the Company files a Prospectus relating to the Notes or amends or supplements the Registration Statement or the Prospectus relating to the Notes, in connection with a Quarterly 497 Filing or otherwise, (other than a prospectus supplement filed in accordance with Section 6(m) of this Agreement) by means of a post−effective amendment, sticker, or supplement (each such event shall be deemed a "**Representation Date**"), the Company and the Adviser shall each furnish the Agent with a certificate, in the form attached hereto as Exhibit 6(n). The requirement to provide a certificate under this Section 6(n) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following

a Representation Date when the Company relied on such waiver and did not provide the Agent with a certificate under this Section 6(n), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a certificate, in the form attached hereto as Exhibit 6(n).

(o) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent (i) a written opinion of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Company, or of such other law firm who may be counsel for the Company from time to time, (the "**Company Counsel**") and (ii) a written opinion of the Counsel of the Company ("**Counsel**"), each dated the commencement of the offering of Notes hereunder in substantially the forms attached hereto as Exhibit 6(o)(1) and Exhibit 6(o)(2), respectively. Thereafter, within five Business Days after each Representation Date, the Company shall cause to be furnished to the Agent (i) a written opinion of Company Counsel and (ii) a written opinion of Counsel, in substantially the forms attached hereto as Exhibit 6(o)(3) and Exhibit 6(o)(4), respectively, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented. Notwithstanding the foregoing, the requirement to provide such opinions shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with an opinion from Company Counsel under this Section 6(o), then before the Agent resumes sales of any Notes, the Company shall cause to be furnished to the Agent the opinions of Company Counsel and Counsel contemplated in this Section 6(o).

(p) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent a written opinion of Venable LLP, Maryland counsel for the Company ("**Maryland Counsel**"), dated the commencement of the offering of Notes hereunder, in substantially the form attached hereto as Exhibit 6(p).

(q) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after the end of each fiscal quarter, or any period in which the Prospectus relating to the Notes is required to be delivered by the Agent, each time that the Registration Statement is amended or the Prospectus supplemented to include additional amended financial information, the Company shall cause its independent accountants to furnish the Agent letters, dated the commencement of the offering of Notes hereunder or the date of each Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, (i) confirming that they are independent public accountants within the meaning of the 1933 Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of such date, the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings (the "**Comfort Letter**"). The requirement to provide a Comfort Letter under this Section 6(p) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with a Comfort Letter under this

Section 6(p), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a Comfort Letter.

(r) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, the Company and the Adviser shall each furnish the Agent with a certificate of its Secretary, in form and substance reasonably satisfactory to the Agent. The requirement to provide certificates under this Section 6(r) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with the certificates under this Section 6(r), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with such certificates.

(s) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, Troutman Sanders LLP, counsel for the Agent shall furnish to the Agent a written opinion ("**Agent Counsel**"), dated the commencement of the offering of Notes hereunder, or the Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; *provided, however,* that in lieu of such opinion, counsel may furnish the Agent with a letter to the effect that the Agent may rely on a prior opinion delivered under this Section 6(s) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date). The Company agrees to furnish to Agent Counsel such documents as they may reasonably request for the purpose of enabling them to deliver their opinion under this Section 6(s). Notwithstanding the foregoing, the requirement to provide such opinion shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and Agent Counsel did not provide the Agent with its opinion under this Section 6(s), then before the Agent resumes sales of any Notes, Agent Counsel shall furnish to the Agent its opinion contemplated in this Section 6(s).

(t) At each Representation Date, the Company will conduct a due diligence session, in form and substance reasonably satisfactory to the Agent, which shall include representatives of the management and the accountants of the Company. The requirement to conduct due diligence sessions under this Section 6(t) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not conduct a due diligence session under this Section 6(t), then before the Agent resumes sales of any Notes, the Company shall conduct a due diligence session as contemplated in this Section 6(t).

(u) Except by means of the Prospectus or as otherwise agreed by the parties, the Company (including its agents and representatives, other than the Agent in its capacity as such) will not make, use, prepare, authorize, approve or refer to any written communication (as defined in Rule 405 under the 1933 Act and including without limitation any (i) advertisement as defined in Rule 482 under the 1933 Act and (ii) Sales Material), required to be filed with the Commission, that constitutes an offer to sell or solicitation of an offer to buy Notes hereunder.

(v) The Company will comply with all requirements imposed upon it by the 1933 Act, the 1940 Act and the Exchange Act as from time to time in force, so far as necessary to permit the continuance of sales of, or dealings in, the Notes as contemplated by the provisions hereof and the Prospectus.

(w) The Company will not, without (i) giving the Agent at least two business days' prior written notice specifying the nature of the proposed sale and the date of such proposed sale and (ii) the Agent suspending activity under this program for such period of time as requested by the Company as part of such prior written notice or as deemed appropriate by the Agent in light of the proposed sale, directly or indirectly, offer, pledge, sell, contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any senior unsecured debt securities issued or guaranteed by the Company or any securities convertible into or exercisable or exchangeable for senior unsecured debt securities issued or guaranteed by the Company or file any registration statement under the 1933 Act with respect to any of the foregoing. The foregoing sentence shall not apply to (i) the registration and sale of the Notes to be sold hereunder through the Agent, pursuant to the BB&T Agreement through BB&T or pursuant to the B. Riley Agreement through B. Riley and (ii) the offer and sale of the Company's InterNotes® to be issued pursuant to that certain Seventh Amended and Restated Selling Agent Agreement dated as of November 8, 2018 between the Company, the Adviser, the Administrator and the agents named therein, as such agreement may be amended from time to time.

(x) Other than the BB&T Agreement and the B. Riley Agreement, during the term of this Agreement, the Company will not enter into another agreement for an "at the market" offering with respect to the Company's debt securities with any other party, other than the Agent.

(y) The Company acknowledges and agrees that the Agent has informed the Company that the Agent may, to the extent permitted under the 1933 Act and the Exchange Act, purchase and sell Notes for its own account at the same time as Notes are being sold by the Company pursuant to this Agreement.

(z) The Company will notify the Agent as soon as practicable, and confirm such notice in writing, of any change in the rating assigned by any nationally recognized statistical rating organization, as such term is defined in Section 3 of the 1934 Act, to any debt securities of the Company (including the Notes) or the Company's revolving credit facility, or the public announcement by any nationally recognized statistical rating organization that it has under surveillance or review, with possible negative implications, its rating of any such debt securities (including the Notes) or the Company's revolving credit facility, or the withdrawal by any nationally recognized statistical rating organization of its rating of any such debt securities (including the Notes) or the Company's revolving credit facility.

7. Conditions to the Agent's Obligations. The obligations of the Agent hereunder shall be subject to the continuing accuracy and completeness of the representations and warranties made by the Company, the Adviser and the Administrator herein, to the due performance by the Company of its obligations hereunder, and to the continuing satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

(a) The Registration Statement shall have become effective and shall be available for the sale of all Notes to be issued and sold hereunder.

(b) None of the following events shall have occurred and be continuing: (i) receipt by the Company of any request for additional information from the Commission or any other federal or state governmental authority during the period of effectiveness of the Registration Statement, the response to which would require any amendments or supplements to the Registration Statement or the Prospectus relating to or affecting the Notes; (ii) the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of or preventing the use of, the Registration Statement or the Prospectus or the initiation of any proceedings for that purpose, including any notice objecting to the use of the Registration Statement or order pursuant to Section 8(e) of the 1940 Act having been issued and proceedings therefor initiated, or to the knowledge of the Company, threatened by the Commission; (iii) receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; (iv) the occurrence of any event that makes any statement made in the Registration Statement or the Prospectus untrue in any material respect or that requires the making of any changes in the Registration Statement or Prospectus so that, in the case of the Registration Statement, it will 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 not misleading and, that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate.

(c) There shall not have been any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus (after giving effect to any amendment or supplement thereto) the effect of which, is, in the reasonable judgment of the Agent, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Notes as contemplated by the Registration Statement (after giving effect to any amendment thereof) and the Prospectus Supplement (after giving effect to any amendment or supplement thereto).

(d) The Agent shall have received the opinions of Company Counsel and Counsel required to be delivered pursuant Section 6(o) on or before the date on which such delivery of such opinions is required pursuant to Section 6(o).

(e) The Agent shall have received the opinion of Maryland Counsel required to be delivered pursuant Section 6(p) on or before the date on which such delivery of such opinion is required pursuant to Section 6(p).

(f) The Agent shall have received the Comfort Letter required to be delivered pursuant Section 6(q) on or before the date on which such delivery of such letter is required pursuant to Section 6(q).

(g) The Agent shall have received the certificates required to be delivered pursuant to Section 6(n) and Section 6(r) on or before the date on which delivery of such certificate is required pursuant to Section 6(n) and Section 6(r), respectively.

(h) The Agent shall have received the opinion of Agent Counsel required to be delivered pursuant Section 6(s) on or before the date on which such delivery of such opinion is required pursuant to Section 6(s).

(i) The Notes shall either have been (i) approved for listing on the NYSE or (ii) the Company shall have submitted to the NYSE a Supplemental Listing Application for listing of the Notes on the NYSE at, or prior to, the issuance of any Placement Notice.

(j) Trading in the 2024 Notes, 2028 Notes, 2029 Notes or the Notes shall not have been suspended on the NYSE.

(k) The Notes shall be rated at least BBB- by Standard & Poor's Ratings Services and at least BBB by Kroll Bond Rating Agency, Inc.

(l) On or after each Applicable Time and each Settlement Date (i) no downgrading shall have occurred in the rating accorded to the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes) by any "nationally recognized statistical rating organization", as that term is defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes).

(m) All filings with the Commission required by Rule 497 under the 1933 Act to have been filed prior to the sale of Notes hereunder shall have been made within the applicable time period prescribed for such filing by Rule 497.

(n) FINRA shall have confirmed that it has no objection with respect to the fairness and reasonableness of the placement terms and arrangements set forth herein.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless the Agent and its affiliates (within the meaning of Rule 405 under the 1933 Act) who are acting as agents of the Agent, the directors, officers, employees and agents of the Agent and each person who controls the Agent within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act against any and all losses, claims, damages or liabilities, joint or several, to which they

or any of them may become subject under the 1933 Act, the Exchange Act, the 1940 Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Sales Material or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however,* that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Agent specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have. Any indemnification by the Company pursuant to this Agreement shall be subject to the requirements and limitations of Section 17(a) of the 1940 Act.

(a) The Agent agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act, to the same extent as the foregoing indemnity from the Company to the Agent, but only with reference to written information relating to the Agent furnished to the Company by or on behalf of the Agent specifically for inclusion in the documents referred to in the foregoing indemnity. The Agent agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any loss, claim, damage, liability or action to which they are entitled to indemnification pursuant to this Section 8(b). This indemnity agreement will be in addition to any liability which the Agent may otherwise have.

(b) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); *provided, however,* that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the

indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(c) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Agent severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "**Losses**") to which the Company and the Agent may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Agent on the other from the offering of the Notes; *provided, however,* that in no case shall the Agent be responsible for any amount in excess of the total commissions received by the Agent pursuant to Section 2(d) hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Agent shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Agent on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Agent shall be deemed to be equal to the total commissions received by the Agent pursuant to Section 2(d). Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Agent on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Agent agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls the Agent within the meaning of either the 1933 Act or the Exchange Act and each director, officer, employee and agent of the Agent shall have the same rights to contribution as the

Agent, and each person who controls the Company within the meaning of either the 1933 Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Termination.

(a) The Company shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(b) The Agent shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(c) Unless earlier terminated pursuant to this Section 9, this Agreement shall automatically terminate upon the issuance and sale of Notes equal to the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes through the Agent, BB&T and B. Riley on the terms and subject to the conditions set forth herein except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(d) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 9(a), (b) or (c) above or otherwise by mutual agreement of the parties; *provided, however,* that any such termination by mutual agreement shall in all cases be deemed to provide that Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall remain in full force and effect.

(e) Except as otherwise provided in Sections 9(a) and 9(b), any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided, however,* that such termination shall not be effective until the close of business on the date of receipt of such notice by the Agent or the Company, as the case may be. If such termination shall occur on or after a trade date and prior to the Settlement Date for any sale of Notes, such Notes shall settle in accordance with the provisions of this Agreement.

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Agent or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Notes. The provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Agent, will be mailed or delivered to Comerica Securities, Inc., 3551 Hamlin Road, MC 7476, Auburn Hills, MI 48326, Attention: Cindy Higgins and Troutman Sanders LLP, 1001 Haxall Point, Richmond, Virginia 23218, fax no. (804) 698-5185, Attention: Michael T. Damgard; or, if sent to the Company, the Adviser or the Administrator, will be mailed, delivered or telefaxed to it at (212) 448-9652 and confirmed to it at Prospect Capital Corporation, 10 East 40th Street, New York, New York 10016; Attention: Sean Dailey.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

13. No Fiduciary Duty. The Company hereby acknowledges that (a) the offering and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Agent and any affiliate through which it may be acting, on the other, (b) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters), and (c) the Company's engagement of the Agent in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Agent with respect to the subject matter hereof, including without limitation, the Original Agreement.

15. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

16. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

18. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof

19. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

20. No Joint Venture. The Company, the Adviser, the Administrator and the Agent expressly acknowledge, understand and agree that the Agent, BB&T and B. Riley are not, and shall not be deemed for any purpose, to be acting as an agent, joint venture or partner of one another and that neither the Agent, BB&T nor B. Riley assumes responsibility or liability, express or implied, for any actions or omissions of, or the performance of services by, the Agent, BB&T or B. Riley, respectively, in connection with the offering of the Notes pursuant to this Agreement, the BB&T Agreement or the B. Riley Agreement, or otherwise. The obligations of the Agent hereunder, of BB&T under the BB&T Agreement and of B. Riley under the B. Riley Agreement shall be several and not joint.

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"1933 Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"1940 Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder.

"Applicable Time" shall mean the time of each sale of the applicable Notes pursuant to this Agreement.

"Board" shall mean the Board of Directors of the Company.

"Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which national banking institutions are generally authorized or obligated by law or executive order to close.

"Commission" shall mean the Securities and Exchange Commission.

"Consolidated Holding Companies" shall mean APH Property Holdings, LLC, Arctic Oilfield Equipment USA, Inc., CCPI Holdings Inc., CP Holdings of Delaware LLC, Credit Central Holdings of Delaware, LLC, Energy Solutions Holdings Inc., First Tower Holdings of Delaware LLC, Harbortouch Holdings of Delaware Inc., MITY Holdings of Delaware Inc., Nationwide Acceptance Holdings LLC, NMMB Holdings, Inc., NPH Property Holdings, LLC, STI Holding, Inc., UPH Property Holdings, LLC, Valley Electric Holdings I, Inc., Valley Electric Holdings II, Inc. and Wolf Energy Holdings Inc.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Rule 158" refers to such rule under the 1933 Act.

**[Remainder of Page Intentionally Blank]**

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Adviser, the Administrator and the Agent.

Very truly yours,

**Prospect Capital Corporation**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Chairman and Chief Executive Officer

**Prospect Capital Management L.P.**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Manager

**Prospect Administration LLC**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Authorized Signatory

The foregoing Agreement is
hereby confirmed and accepted
as of the date first-written above.

**COMERICA SECURITIES, INC.**

By: /s/ Cynthia J. Higgins
Name: Cynthia J. Higgins
Title: Managing Director

**SCHEDULE I**

**FORM OF PLACEMENT NOTICE**

From: [ ]
Cc: [ ]
To: [ ]
Subject: Amended and Restated Debt Distribution Agreement - Placement Notice

Gentlemen:

Pursuant to the terms and subject to the conditions contained in the Amended and Restated Debt Distribution Agreement between Prospect Capital Corporation (the "Company"), Prospect Capital Management L.P., Prospect Administration LLC, and Comerica Securities, Inc. (the "Agent"), dated February 7, 2019 (the "Agreement"), I hereby request on behalf of the Company that the Agent sell [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2024 (the "2024 Notes"), at a minimum market price of $_____ per 2024 Note,] [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2028 (the "2028 Notes"), at a minimum market price of $_____ per 2028 Note] [up to $_____ aggregate principal amount of the Company's 6.875% Notes due 2029 (the "2029 Notes" and collectively with the 2024 Notes and the 2028 Notes, the "Notes")], at a minimum market price of $_____ per 2029 Note.]

The Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (1) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (2) for an issuance of the Notes occurring after six (6) months of the original issuance of the Notes, (a) the principal amount of the Notes, reduced by (b) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law).

The time period during which sales are requested to be made shall be _____.

[No more than $_____ principal amount of Notes may be sold in any one trading day.]

[Commission payable to Agent]

ADDITIONAL SALES PARAMETERS MAY BE ADDED, SUCH AS SPECIFIC DATES THE NOTES MAY NOT BE SOLD ON, AND/OR THE MANNER IN WHICH SALES ARE TO BE MADE BY THE AGENT.

THE COMPANY MAY CANCEL THIS PLACEMENT NOTICE AT ANY TIME IN ITS SOLE DISCRETION SUBJECT TO THE PROVISIONS OF SECTION 4(b) OF THE AGREEMENT.

**SCHEDULE II**

**COMERICA SECURITIES, INC.**

Cindy Higgins
CJHiggins@comerica.com
(248) 371-4206

Alex Sin
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Joe Ransley
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Susan Cox
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**PROSPECT CAPITAL CORPORATION**

John Barry
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# Section 4: EX-99.(H)(8) (EXHIBIT 99.(H)(8))

**Exhibit (h)(8)**

**PROSPECT CAPITAL CORPORATION**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2024**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2028**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.875% Notes due 2029**

# SECOND AMENDED AND RESTATED DEBT DISTRIBUTION AGREEMENT

February 7, 2019

BB&T Capital Markets, a division of BB&T Securities, LLC
901 East Byrd Street, Suite 300
Richmond, Virginia 23219

Ladies and Gentlemen:

Prospect Capital Corporation, a corporation organized under the laws of Maryland (the "**Company**"), Prospect Capital Management L.P., a Delaware limited partnership registered as an investment adviser (the "**Adviser**"), Prospect Administration LLC, a Delaware limited liability company (the "**Administrator**"), and BB&T Capital Markets, a division of BB&T Securities, LLC (the "**Agent**"), previously entered into a Debt Distribution Agreement dated July 2, 2018 (the "**Original Agreement**"), which was amended and restated on August 31, 2018 (as so amended and restated, the "**Amended and Restated Agreement**"). The parties hereby further amend and restate the Amended and Restated Agreement and the parties hereto collectively confirm their agreement in the form of this Second Amended and Restated Debt Distribution Agreement (this "**Agreement**"), which supersedes and replaces the Original Agreement, as follows:

1. Issuance and Sale of Notes. In December 2015, the Company issued $160,000,000 in aggregate principal amount of its 6.25% Notes due 2024, which trade on the New York Stock Exchange (the "**NYSE**") under the trading symbol "PBB" (the "**2024 Notes**"). From June 2016 through August 2016, the Company issued an additional $39,281,000 aggregate principal amount of the 2024 Notes in an at-the-market offering. From the date of the Original Agreement through February 6, 2019, the Company issued an additional $22,186,975 aggregate principal amount of

the 2024 Notes in an at-the-market offering pursuant to the Original Agreement and the Amended and Restated Agreement (the "**Prior Agreements 2024 Notes**"). As of the date of this Agreement, the Company has issued a total of $221,467,975 in aggregate principal amount of the 2024 Notes. In June 2018, the Company issued $55,000,000 in aggregate principal amount of its 6.25% Notes due 2028, which trade on the NYSE under the trading symbol "PBY" (the "**2028 Notes**"). From the date of the Original Agreement through February 6, 2019, the Company issued an additional $12,410,775 aggregate principal amount of the 2028 Notes in an at-the-market offering pursuant to the Original Agreement and the Amended and Restated Agreement (the "**Prior Agreements 2028 Notes**"). As of the date of this Agreement, the Company has issued a total of $67,410,775 in aggregate principal amount of the 2028 Notes. In December 2018, the Company issued $50,000,000 in aggregate principal amount of its 6.875% Notes due 2029, which trade on the NYSE under the trading symbol "PBC" (the "**2029 Notes**"). The Company proposes to issue and sell through the Agent, as sales agent, in accordance with the terms and conditions set forth in Section 4 of this Agreement, (i) additional 2024 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of the Prior Agreements 2024 Notes (the "**Maximum Amount of 2024 Notes**"), (ii) additional 2028 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of the Prior Agreements 2028 Notes (the "**Maximum Amount of 2028 Notes**") and (iii) additional 2029 Notes having an aggregate principal amount of up to $100,000,000 (the "**Maximum Amount of 2029 Notes**") (collectively, the "**Notes**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this Section 1 regarding the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes to be issued and sold under this Agreement shall be the sole responsibility of the Company, and the Agent shall have no obligation in connection with such compliance. The 2024 Notes will be issued pursuant to an indenture, dated as of February 16, 2012, as amended (the "**Base Indenture**"), between the Company and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by a supplemental indenture, dated as of December 10, 2015, between the Company and the Trustee (the "**Original 2024 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2024 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2024 Supplemental Indenture, the "**2024 Notes Indenture**"). The 2028 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of June 7, 2018, between the Company and the Trustee (the "**Original 2028 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2028 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2028 Supplemental Indenture, the "**2028 Notes Indenture**"). The 2029 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of December 5, 2018, between the Company and the Trustee (the "**Original 2029 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated as of February 7, 2019, between the Company and the Trustee (the "**New 2029 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2029 Notes Supplemental Indenture, the "**2029 Notes Indenture**"). The issuance and sale of Notes through the Agent will be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the "**Commission**").

The Company, the Adviser and the Administrator have also entered into (i) a second amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**B. Riley Agreement**") dated of even date herewith, with B. Riley FBR, Inc. ("**B. Riley**") and (ii) an amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**Comerica Agreement**") dated of even date herewith, with Comerica Securities, Inc. ("**Comerica**"). The aggregate principal amounts of Notes that may be sold collectively pursuant to this Agreement, the B. Riley Agreement and the Comerica Agreement shall not exceed the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable.

The Company has entered into an investment advisory and management agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Investment Advisory Agreement**"), with the Adviser under the Advisers Act. The Company has entered into an administration agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Administration Agreement**"), with the Administrator.

The Company has filed, pursuant to the 1933 Act, with the Commission a registration statement on Form N-2, which registers the offer and sale of certain securities to be issued from time to time by the Company, including the Notes. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "**Trust Indenture Act**"). The Company filed a Form N-54A "Notification of Election to be Subject to Sections 55 through 65 of the 1940 Act Filed Pursuant to Section 54(a) of the 1940 Act" (File No. 814-00659) with the Commission on April 16, 2004, under the 1940 Act.

Except where the context otherwise requires, the registration statement, as amended when it became effective and any post-effective amendment thereto, including in each case all documents filed as a part thereof, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 497 under the 1933 Act or deemed to be part of such registration statement pursuant to Rule 430C under the 1933 Act is hereinafter referred to as the "**Registration Statement**." The prospectus, in the form it was included in the Registration Statement at the time it was declared effective is hereinafter referred to as the "**Base Prospectus**." The Company has prepared and will file with the Commission in accordance with Rule 497 under the 1933 Act, a prospectus supplement (the "**Prospectus Supplement**") supplementing the Base Prospectus in connection with offers and sales of the Notes. The Base Prospectus and the most recent Prospectus Supplement filed with the Commission pursuant to Rule 497 under the 1933 Act at each Applicable Time and each Settlement Date are hereinafter referred to collectively as the "**Prospectus**."

All references in this Agreement to financial statements and schedules and other information which is "contained," "disclosed," "included," "filed as part of" or "stated" in the Registration Statement or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are or are deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement

or the Prospectus shall be deemed to mean and include the filing of any document under the Exchange Act which is or is deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be. All references in this Agreement to the Registration Statement, the Prospectus or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

2. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the Agent, and the Adviser and the Administrator, jointly and severally, represent and warrant to and agree with the Agent, as of the date hereof, as of each Applicable Time, and as of each Settlement Date (as such term is defined in Section 4 hereof), as follows:

(a) *Compliance with Registration Requirements.*

(i) The Company meets the requirements for use of Form N-2 under the 1933 Act. The Registration Statement has been declared effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act, and no proceedings for any such purpose, have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

(ii) At the respective times the Registration Statement, and any post-effective amendment thereto, became effective, and at each Applicable Time and each Settlement Date, the Registration Statement, and all post-effective amendments thereto complied and will comply in all material respects with the requirements of the 1933 Act and the Trust Indenture Act, and (excluding any post-effective amendment for the purpose of filing exhibits thereto) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its date, at the respective times the Prospectus or any such amendment or supplement was issued, and as of the date hereof, as of each Applicable Time and as of each Settlement Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not include (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) statements in or omissions from the Registration Statement or Prospectus made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Agent for use in the Registration Statement or Prospectus it being understood and agreed that the only such information furnished to the Company in writing by the Agent consists of the information described in Section 8(b) below.

(iii) At the respective times the Prospectus was filed, as of the date hereof, as of each Applicable Time and as of each Settlement Date, it complied and will comply

in all material respects with the 1933 Act and the Trust Indenture Act, and if filed by electronic transmission pursuant to EDGAR (except as may be permitted by Regulation S-T under the 1933 Act), will be substantially identical to the copy thereof delivered to the Agent for use in connection with the applicable offering.

(iv) On the date hereof, at the respective times the Registration Statement and any post-effective amendment thereto became effective and as of each Settlement Date, the Indenture complied or will comply in all material respects with the applicable requirements of the Trust Indenture Act.

(b) *Independent Accountant*. BDO USA, LLP, which has expressed its opinion with respect to certain of the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules filed with the Commission as a part of the Registration Statement and included in the Prospectus, is an independent registered public accounting firm as required by the 1933 Act and Exchange Act.

(c) *Preparation of the Financial Statements*. The financial statements (together with the related schedules and notes) filed with the Commission as a part of the Registration Statement and included in the Prospectus present fairly the consolidated financial position of the Company as of and at the dates indicated and the results of its operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("**GAAP**") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The consolidated selected financial data included in the Prospectus presents fairly in all material respects the information shown therein and has been compiled on a basis consistent with the consolidated financial statements included or incorporated by reference in the Registration Statement. All disclosures contained in the Registration Statement or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G under the Exchange Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable. There are no financial statements that are required to be included in the Registration Statement or the Prospectus that are not included as required.

(d) *Internal Control Over Financial Reporting*. The Company maintains a system of internal control over financial reporting sufficient to provide reasonable assurances that financial reporting is reliable and financial statements for external purposes are prepared in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with the authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

(e) *Disclosure Controls*. The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange

Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company, including material information pertaining to the Company's operations and assets managed by the Adviser, is made known to the Company's Chief Executive Officer and Chief Financial Officer by others within the Company and the Adviser, and such disclosure controls and procedures are effective to perform the functions for which they were established.

(f) *No Material Adverse Change*. Except as otherwise disclosed in the Registration Statement and the Prospectus, subsequent to the respective dates as of which information is given in the Prospectus: (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, net asset value, prospects, business or operations, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, considered as one entity or a material adverse effect on the performance by the Company of this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or the consummation of any transaction contemplated hereby or thereby (any such change or effect, where the context so requires is called a "**Material Adverse Change**" or a "**Material Adverse Effect**"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business or entered into any material transaction or agreement not in the ordinary course of business; and (iii) except for regular periodic dividends on shares of the Company's common stock, there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock, or, except for any repurchases under the Company's share repurchase program which repurchases shall be made in compliance with applicable law, repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(g) *Good Standing of the Company and its Subsidiaries*. The Company and each of its subsidiaries have been duly incorporated or organized, as the case may be, and each is validly existing as a corporation or other entity, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, and has the corporate or other power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and, in the case of the Company, to enter into and perform its obligations under this Agreement, the Indenture and the Notes. Each of the Company and its subsidiaries is duly qualified as a foreign corporation or entity, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock or equity interest of each subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(h) *Subsidiaries of the Company*. The Company does not own, directly or indirectly, any shares of stock or any other equity or long-term debt securities of any corporation or other entity other than (i) 100% of the equity interests in Prospect Capital Funding, LLC, Prospect Small Business

Lending LLC, PSBL, LLC and Prospect Yield Corporation, LLC, (ii) all or substantially all of the equity interests in each of the Consolidated Holding Companies and (iii) those corporations or other entities described in the Registration Statement and the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company**" and collectively, the "**Portfolio Companies**"). Except as otherwise disclosed in the Registration Statement and the Prospectus, the Company does not control (as such term is defined in Section 2(a)(9) of the 1940 Act) any of the Portfolio Companies. Except as otherwise disclosed in the Prospectus, the Company is not required, in accordance with Article 6 of Regulation S-X under the 1933 Act, to consolidate the financial statements of any corporation, association or other entity with the Company's financial statements other than Prospect Capital Funding, LLC, Prospect Small Business Lending LLC, PSBL, LLC, Prospect Yield Corporation, LLC and each of the Consolidated Holding Companies.

(i) *Portfolio Companies*. The Company has duly authorized, executed and delivered any agreements pursuant to which it made the investments described in the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company Agreement**"). To the Company's knowledge, except as otherwise disclosed in the Prospectus, each Portfolio Company is current, in all material respects, with all its obligations under the applicable Portfolio Company Agreements, no event of default (or a default which with the giving of notice or the passage of time would become an event of default) has occurred under such agreements, except to the extent that any such failure to be current in its obligations and any such default would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(j) *BDC Election; Regulated Investment Company*. The Company has elected to be regulated as a business development company under the 1940 Act and has filed with the Commission, pursuant to Section 54(a) of the 1940 Act, a duly completed and executed Form N-54A (the "**Company BDC Election**"); the Company has not filed with the Commission any notice of withdrawal of the BDC Election pursuant to Section 54(c) of the 1940 Act; the Company's BDC Election remains in full force and effect, and, to the Company's knowledge, no order of suspension or revocation of such election under the 1940 Act has been issued or proceedings therefore initiated or threatened by the Commission. The provisions of the corporate charter and bylaws of the Company and the operations of the Company are in compliance in all material respects with the provisions and requirements of the 1940 Act applicable to business development companies and the rules and regulations of the Commission applicable to business development companies.

(k) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Company; and the Administration Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Company, except as the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally.

(l) *Authorization of the Notes*. The Company has all requisite corporate power and authority to execute, issue, sell and perform its obligations contemplated by the Notes. The Notes

have been duly authorized by the Company and, when duly issued and executed by the Company in accordance with this Agreement and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, assuming due authentication of the Notes by the Trustee, upon delivery by the Company against payment therefor in accordance with the terms hereof and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, will be validly issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits of the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(m) *Authorization of Indentures*. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been duly and validly authorized, executed and delivered by the Company and the Trustee and constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law); the Indenture has been qualified under the Trust Indenture Act. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture conform in all material respects to the description thereof in the Prospectus and the Notes will conform to the description thereof in the Prospectus, as amended or supplemented.

(n) *Disclosure*. The statements set forth in the Prospectus under the caption "Description of the Notes," insofar as they purport to constitute a summary of the terms of the Notes and under the captions "Material U.S. Federal Income Tax Considerations" and "Certain Relationships and Transactions," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate in all material respects.

(o) *Non-Contravention of Existing Instruments*. Neither the Company nor any subsidiary is in violation of or default under (i) its charter, articles or certificate of incorporation, by-laws, or similar organizational documents; (ii) any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument, including any Portfolio Company Agreement, the Investment Advisory Agreement and the Administration Agreement, to which the Company or any of its subsidiaries is a party or bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *No Further Authorizations or Approvals Required.* The Company's execution, delivery and performance of this Agreement, the issuance and sale of the Notes, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, and consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus (i) have been duly authorized by all necessary corporate action, have been effected in accordance with the 1940 Act and will not result in any violation of the provisions of the charter, articles or certificate of incorporation or by-laws of the Company or similar organizational documents of any subsidiary, (ii) will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any existing instrument, except for such conflicts, breaches, defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Effect, (iii) will not result in any material respect in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary and (iv) will not affect the validity of the Notes or the legal authority of the Company to comply with the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or this Agreement. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company's execution, delivery and performance of this Agreement, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture or consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus, except such as have already been obtained or made under the 1933 Act, the 1940 Act, the Trust Indenture Act and such as may be required under any applicable state securities or blue sky laws or from the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

(q) *Intellectual Property Rights*. The Company and its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct their businesses as described in the Registration Statement and the Prospectus; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would, individually or in the aggregate, result in a Material Adverse Effect. To the Company's knowledge, none of the technology employed by the Company has been obtained or is being used by the Company in violation of any contractual obligation binding on the Company or any of its officers, directors or employees or otherwise in violation of the rights of any persons.

(r) *Compliance with Environmental Law*. To the knowledge of the Company, the Adviser and the Administrator, the Company, its subsidiaries and each controlled Portfolio Company (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"); (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to

conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect.

(s) *All Necessary Permits, etc*. The Company and each subsidiary possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not, individually or in the aggregate, result in a Material Adverse Effect and the Company has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could result in a Material Adverse Effect.

(t) *Investment Advisory Agreement*. (i) The terms of the Investment Advisory Agreement, including compensation terms, comply in all material respects with all applicable provisions of the 1940 Act and the Advisers Act and (ii) the approvals by the Board and the stockholders of the Company of the Investment Advisory Agreement have been made in accordance with the requirements of Section 15 of the 1940 Act applicable to companies that have elected to be regulated as business development companies under the 1940 Act.

(u) *Absence of Proceedings*. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against the Company, which is required to be disclosed in the Registration Statement or the Prospectus (other than as disclosed therein), or which might, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes or the performance by the Company of its obligations hereunder and thereunder. The aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Registration Statement or the Prospectus, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(v) *Accuracy of Exhibits*. Notwithstanding this Agreement, the B. Riley Agreement and the Comerica Agreement, there are no contracts or documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits thereto by the 1933 Act or the 1940 Act that have not been so described and filed as required.

(w) *Advertisements*. As of the respective times of use and as of each Applicable Time, any advertising, sales literature or other promotional material (including "prospectus wrappers," "broker kits," "road show slides" and "road show scripts" and "electronic road show presentations") authorized in writing by or prepared by the Company used in connection with the public offering of the Notes (collectively, "**Sales Material**") does not materially conflict with the information contained in the Registration Statement or Prospectus and does not contain an untrue

statement of a material fact or omit to state a 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. Moreover, all Sales Material complied and will comply in all material respects with the applicable requirements of the 1933 Act and the 1940 Act and the rules and interpretations of FINRA (except that this representation and warranty does not include statements in or omissions from the Sales Material made in reliance upon and in conformity with information relating to the Agent furnished to the Company by or on behalf of the Agent expressly for use therein).

(x) *Subchapter M*. During the past fiscal year, the Company has been organized and operated, and is currently organized and operates, in compliance in all material respects with the requirements to be taxed as a regulated investment company under Subchapter M of the Internal Revenue Code of 1986, as amended ("**Subchapter M of the Code**" and the "**Code**," respectively). The Company intends to direct the investment of the proceeds of the offering described in the Registration Statement and the Prospectus in such a manner as to comply with the requirements of Subchapter M of the Code.

(y) *Tax Law Compliance*. The Company and its subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments or penalties as may be contested in good faith and by appropriate proceedings. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in the Registration Statement and the Prospectus in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined. The Company is not aware of any tax deficiency that has been or might be asserted or threatened against the Company or any subsidiary that could result, individually or in the aggregate, in a Material Adverse Effect.

(z) *Distribution of Offering Materials*. The Company has not distributed, or authorized the distribution of, and will not distribute, or authorize the distribution of, any offering material in connection with the offering and sale of the Notes other than the Registration Statement or the Prospectus.

(aa) *Registration Rights*. Except as otherwise described in the Prospectus or the Registration Statement, there are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(bb) *Nasdaq Global Select Market*. The Company's shares of common stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act and are listed for quotation on the Nasdaq Global Select Market ("**NASDAQ**"). The Company has taken no action designed to, or likely to have the effect of, terminating the registration of its common stock under the Exchange Act or delisting its common stock from the NASDAQ, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing. The Company has continued to satisfy, in all material respects, all requirements for listing its common stock for trading on the NASDAQ.

(cc) *NYSE Listing*. The 2024 Notes, the 2028 Notes and the 2029 Notes have been duly listed on the NYSE and prior to their issuance, the Notes will have been approved for listing. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the 2024 Notes, the 2028 Notes or the 2029 Notes under the Exchange Act or delisting the 2024 Notes, the 2028 Notes or the 2029 Notes from the NYSE, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing. The Company satisfies, in all material respects, all requirements for listing the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes for trading on the NYSE.

(dd) *No Price Stabilization or Manipulation*. Neither the Company, the Adviser nor the Administrator has taken nor will it take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the 2024 Notes, the 2028 Notes, the 2029 Notes, or the Notes; provided, however, the Agent acknowledges the Company may from time to time repurchase the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes pursuant to a note repurchase program, which repurchases shall be made in compliance with applicable law.

(ee) *Compliance with the Exchange Act and the 1940 Act; Reports Filed*. The documents filed by the Company with the Commission under the Exchange Act and the 1940 Act, complied, and will comply in all material respects, with the requirements of the Exchange Act and the 1940 Act, as applicable, and, with respect to the Exchange Act documents, as of the date hereof, each Applicable Time, and as of each Settlement Date, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has filed all reports required to be filed pursuant to, the 1940 Act and the Exchange Act, except where the failure to file such reports would not have a Material Adverse Effect.

(ff) *Interested Persons*. Except as disclosed in the Registration Statement or the Prospectus (i) no person is serving or acting as an officer, director or investment adviser of the Company, except in accordance with the provisions of the 1940 Act and the Advisers Act, and (ii) to the knowledge of the Company, no director of the Company is an "interested person" (as defined in the 1940 Act) of the Company or an "affiliated person" (as defined in the 1940 Act) of any Agent except as otherwise disclosed in the Registration Statement or the Prospectus.

(gg) *No Unlawful Contributions or Other Payments*. Neither the Company nor any of its subsidiaries nor, to the Company's knowledge, any officer, director, employee or agent of the Company or any subsidiary, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Registration Statement and the Prospectus.

(hh) *No Outstanding Loans or Other Indebtedness*. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of the members of any of them, except as disclosed in the Registration Statement and the Prospectus.

(ii) *Compliance with Laws*. The Company has not been advised, and has no knowledge, that it and each of its subsidiaries are not conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which it is conducting business, except where failure to be so in compliance would not result, individually or in the aggregate, in a Material Adverse Effect.

(jj) *Compliance with the Sarbanes-Oxley Act of 2002*. The Company has complied in all material respects with Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 and has made the evaluations of the Company's disclosure controls and procedures required under Rule 13a-15 under the Exchange Act.

(kk) *FINRA Matters*. All of the information provided to the Agent or to counsel for the Agent by the Company and, to the knowledge of the Company, its officers and directors and the holders of any securities of the Company in connection with letters, filings or other supplemental information provided to FINRA pursuant to FINRA Corporate Financing Rule 5110 is true, complete and correct in all material respects.

(ll) *Foreign Corrupt Practices Act*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

(mm) *Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(nn) *OFAC*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use any of the proceeds received by the Company from the sale of Notes contemplated by this Agreement, or lend, contribute or otherwise make available any such

proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

Any certificate signed by any officer of the Company, the Adviser or the Administrator and delivered to the Agent or to counsel for the Agent shall be deemed a representation and warranty by the Company, the Adviser or the Administrator (as applicable), to the Agent as to the matters covered thereby.

3. Representations and Warranties of the Adviser and the Administrator. The Adviser and the Administrator, jointly and severally, represent and warrant to the Agent as of the date hereof, as of each Applicable Time and as of each Settlement Date, and agree with the Agent as follows:

(a) *No Material Adverse Change in Business*. Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, there has been no material adverse change in the financial condition, or in the earnings, business affairs, operations or regulatory status of the Adviser or the Administrator or any of their respective subsidiaries, whether or not arising in the ordinary course of business, that would reasonably be expected to result in a Material Adverse Effect, or would otherwise reasonably be expected to prevent the Adviser or the Administrator from carrying out its obligations under the Investment Advisory Agreement (an "**Adviser Material Adverse Change**" or an "**Adviser Material Adverse Effect**," where the context so requires) or the Administration Agreement (an "**Administrator Material Adverse Change**" or an "**Administrator Material Adverse Effect**," where the context so requires).

(b) *Good Standing*. Each of the Adviser and the Administrator (and each of their subsidiaries) has been duly organized and is validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into and perform its obligations under this Agreement; the Adviser has full power and authority to execute and deliver and perform its obligations under the Investment Advisory Agreement; the Administrator has full power and authority to execute and deliver the Administration Agreement; and each of the Adviser and the Administrator is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to qualify or be in good standing would not otherwise reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(c) *Registration Under Advisers Act*. The Adviser is duly registered with the Commission as an investment adviser under the Advisers Act and is not prohibited by the Advisers Act or the 1940 Act from acting under the Investment Advisory Agreement for the Company as contemplated by the Registration Statement and the Prospectus. There does not exist any proceeding or, to the Adviser's knowledge, any facts or circumstances the existence of which could lead to any proceeding, which might adversely affect the registration of the Adviser with the Commission.

(d) *Absence of Proceedings*. There is no action, suit or proceeding or, to the knowledge of the Adviser or the Administrator, inquiry or investigation before or brought by any

court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Adviser or the Administrator, threatened, against or affecting either the Adviser or the Administrator, which is required to be disclosed in the Registration Statement or the Prospectus (other than as disclosed therein), or which would reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes, the Investment Advisory Agreement or the Administration Agreement; the aggregate of all pending legal or governmental proceedings to which the Adviser or the Administrator is a party or of which any of its respective property or assets is the subject which are not described in the Registration Statement and the Prospectus, including ordinary routine litigation incidental to their business, would not reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect.

(e) *Absence of Defaults and Conflicts*. Neither the Adviser nor the Administrator is in violation of its certificate of limited partnership or certificate of formation, as applicable, or limited partnership operating agreement or limited liability company operating agreement, as applicable, or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Adviser or the Administrator is a party or by which it or any of them may be bound, or to which any of the property or assets of the Adviser or the Administrator is subject (collectively, the "**Instruments**"), or in violation of any law, statute, rule, regulation, judgment, order or decree except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and the execution, delivery and performance of this Agreement, the Investment Advisory Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Notes and the use of the proceeds from the sale of the Notes as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Adviser with its obligations hereunder and under the Investment Advisory Agreement and by the Administrator with its obligations hereunder and under the Administration Agreement do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Adviser or the Administrator pursuant to any Instrument, as applicable, except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable, nor will such action result in any violation of the provisions of the limited partnership or limited liability company operating agreement, as applicable, of the Adviser or Administrator, respectively; nor will such action result in any violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Adviser, the Administrator, or any of their respective assets, properties or operations except for such violations that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(f) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Adviser and the Administrator; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Adviser; and the Administration Agreement has been duly authorized, executed and delivered by the Administrator; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Adviser and the Administrator, respectively, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally and (ii) rights to indemnification and contribution may be limited by equitable principles of general applicability or by state or federal securities laws or the policies underlying such laws.

(g) *Absence of Further Requirements*. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Adviser or the Administrator of its obligations hereunder, in connection with the offering, issuance or sale of the Notes hereunder or the consummation of the transactions contemplated by this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture, the Investment Advisory Agreement, the Administration Agreement, the Registration Statement or the Prospectus (including the use of the proceeds from the sale of the Notes as described in the Registration Statement and the Prospectus under the caption "Use of Proceeds"), except (i) such as have been already obtained under the 1933 Act and the 1940 Act, (ii) such as may be required under state securities laws and (iii) the filing of the Notification of Election under the 1940 Act, which has been effected.

(h) *Description of the Adviser and the Administrator*. The description of the Adviser and the Administrator contained in the Prospectus does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(i) *Possession of Licenses and Permits*. Each of the Adviser and the Administrator possesses such valid and current certificates, authorizations or permits issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it (collectively, "**Governmental Licenses**"), except where the failure so to possess would not reasonably be expected to, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; each of the Adviser and Administrator is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and neither the Adviser nor the Administrator has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(j) *Employment Status*. The Adviser is not aware that (i) any executive, key employee or significant group of employees of the Company, if any, the Adviser or the Administrator, as applicable, plans to terminate employment with the Company, the Adviser or the Administrator or (ii) any such executive or key employee is subject to any non-compete, nondisclosure, confidentiality, employment, consulting or similar agreement that would be violated by the present or proposed business activities of the Company or the Adviser except where such termination or violation would not reasonably be expected to have an Adviser Material Adverse Effect.

4. Sale and Delivery of Notes.

(a) Subject to the terms and conditions set forth herein, the Company agrees to issue and sell through the Agent acting as sales agent and the Agent agrees to use its commercially reasonable efforts to sell as sales agent for the Company, the Notes. The Agent may sell Notes by any method deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act), including without limitation sales made directly on the NYSE, on any other existing trading market for the 2024 Notes, the 2028 Notes or the 2029 Notes (including the Notes) or to or through a market maker. Subject to the terms of a Placement Notice (as defined herein), the Agent may also sell the Notes by any other method permitted by law, including but not limited to negotiated transactions, with the Company's consent. The Agent covenants and agrees that it shall not engage in a sale of Notes on the Company's behalf that would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act without the Company's prior written consent. Subject to the previous sentence, the Company acknowledges and agrees that in the event a sale of Notes on behalf of the Company would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act or the Agent reasonably believes it may be deemed an "underwriter" under the 1933 Act in a transaction that is not deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act) and the Company consents to such sale, the Company will provide to the Agent, at the Agent's request and upon reasonable advance notice to the Company, on or prior to the Settlement Date (as defined below) for such transaction, the opinions of counsel, accountants' letters and officers' certificates pursuant to Section 6 hereof, each dated the Settlement Date, and such other documents and information as the Agent shall reasonably request. Solely with respect to such sales that would constitute a "distribution," the Agent shall use commercially reasonable efforts to assist the Company in obtaining performance of its obligations by each purchaser whose offer to purchase Notes has been solicited by the Agent and accepted by the Company.

Each time that the Company wishes to issue and sell Notes hereunder (each, a "**Placement**"), it will notify the Agent by email notice (or other method mutually agreed to in writing by the parties) containing the parameters in accordance with which it desires Notes to be sold, which shall at a minimum include the principal amount of Notes to be issued and sold, including whether the Notes to be sold shall be comprised of 2024 Notes, 2028 Notes or 2029 Notes or both, the time period during which sales are requested to be made, any limitation on the principal amount of Notes that may be sold in any one day and any minimum price below which sales may not be made and the compensation payable to the Agent (a "**Placement Notice**"), a form of which containing such minimum sales parameters necessary is attached hereto as Schedule I.

The Placement Notice shall originate from any of the individuals from the Company set forth on Schedule II (with a copy to each of the other individuals from the Company listed on such schedule), and shall be addressed to each of the individuals from the Agent set forth on Schedule II, as such Schedule II may be amended from time to time. If the Agent wishes to accept such proposed terms included in the Placement Notice (which it may decline to do so for any reason in its sole discretion) or, following discussion with the Company, wishes to propose modified terms, the Agent will, prior to 4:30 p.m. (New York City time) or, if later, within three hours after receipt of the Placement Notice, on the same Business Day on which such Placement Notice is delivered to the Agent, issue to the Company a notice by email (or other method mutually agreed to in writing by the parties) addressed to all of the individuals from the Company and the Agent set forth on Schedule II) accepting such terms (the "**Agent Acceptance**") or setting forth the terms that the Agent is willing to accept. Where the terms provided in the Placement Notice are proposed to be modified as provided for in the immediately preceding sentence, such terms will not be binding on the Company or the Agent until the Company delivers to the Agent an acceptance by email (or other method mutually agreed to in writing by the parties) of all of the terms of such Placement Notice, as proposed to be modified (the "**Company Acceptance**" and, whichever of it or the Agent Acceptance becomes effective, the "**Acceptance**"), which email or other communication shall be addressed to all of the individuals from the Company and the Agent set forth on Schedule II and must be delivered not later than 6:00 p.m. (New York City time) or, if later, within three hours after receipt of the modified terms proposed by the Agent, on the same Business Day. The Placement Notice shall be effective upon receipt by the Company of the Agent Acceptance or, if modified as provided above, upon receipt by the Agent of the Company Acceptance, as the case may be, unless and until (i) the entire principal amount of the Notes covered by the Acceptance have been sold, (ii) in accordance with the notice requirements set forth in Section 4(c), the Company suspends or terminates the Placement Notice, (iii) the Company issues a subsequent Placement Notice with parameters superseding those on the earlier dated Placement Notice, or (iv) the Agreement has been terminated under the provisions of Section 9. It is expressly acknowledged and agreed that neither the Company nor the Agent will have any obligation whatsoever with respect to a Placement unless and until the Company delivers a Placement Notice to the Agent and there occurs with respect thereto either (i) an Agent Acceptance or (ii) a Company Acceptance pursuant to the terms set forth above, and then only upon the terms specified in the relevant Acceptance and herein. In the event of a conflict between the terms of this Agreement and the terms of an Acceptance, the terms of the Acceptance will control. Subject to the terms and conditions hereof, upon the existence of an Acceptance, the Agent shall use its commercially reasonable efforts to sell as sales agent Notes designated in the Acceptance up to the amount specified, and otherwise in accordance with the terms of such Acceptance. The Company and the Agent each acknowledge and agree that (A) there can be no assurance that the Agent will be successful in selling Notes and (B) the Agent will incur no liability or obligation to the Company or any other person or entity if it does not sell Notes for any reason other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Notes as required by this Agreement.

(b) Notwithstanding the foregoing, the Company shall not authorize the issuance and sale of, and the Agent as sales agent shall not be obligated to use its commercially reasonable efforts to sell, any Notes (i) at a price lower than the minimum price therefor authorized from time

to time, or (ii) in a principal amount in excess of the principal amount of Notes authorized from time to time to be issued and sold under this Agreement, the B. Riley Agreement and the Comerica Agreement, in each case, by the Board, or a duly authorized committee thereof, and as set forth in the applicable Acceptance. Notwithstanding anything to the contrary herein, the Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (i) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (ii) after six (6) months of the original issuance of the Notes, (A) the principal amount of the Notes, reduced by (B) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law).

(c) The Company or the Agent may, upon notice to the other party hereto by telephone (confirmed promptly by telecopy or email to all of the individuals of the other party set forth on Schedule II, which confirmation will be promptly acknowledged by the receiving party) suspend or refuse to undertake any sale of Notes designated in such Acceptance for any reason and at any time; *provided, however,* that such suspension or termination shall not affect or impair the parties' respective obligations with respect to Notes sold hereunder prior to the giving of such notice. Each of the parties hereto agrees that no such notice shall be effective against the other unless it originates from an individual named on Schedule II and is made to the individuals of the other party named on Schedule II hereto in accordance with this Section 4, as such Schedule may be amended from time to time.

(d) The gross sales price of any Notes sold pursuant to this Agreement by the Agent acting as sales agent of the Company shall be the market price prevailing at the time of sale for Notes sold by the Agent on the NYSE or otherwise, at prices relating to prevailing market prices or at negotiated prices. The compensation payable to the Agent for sales of Notes with respect to which the Agent acts as sales agent shall be equal to up to 2% of the gross sales price of the Notes sold pursuant to this Agreement, with the exact amount of such compensation to be mutually agreed upon by the Company and the Agent from time to time and as set forth in a Placement Notice. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental, regulatory or self-regulatory organization in respect of such sales, shall constitute the net proceeds to the Company for such Notes (the "**Net Proceeds**"). The Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be required.

(e) The Agent shall provide written confirmation to the Company no later than the opening of the trading day on the NYSE following each trading day in which Notes are sold under this Agreement setting forth the principal amount of Notes sold on the preceding day, the sales price

of each individual Note, the aggregate gross sales proceeds of the Notes, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such sales. For the avoidance of doubt, such written confirmation will be provided to the Company no later than the opening of trading on the immediately following trading day on the NYSE.

(f) Under no circumstances shall the aggregate principal amount of Notes sold pursuant to this Agreement exceed (i) the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable, (ii) the aggregate principal amount available for issuance under the Prospectus, (iii) the amount available for offer and sale under the then-currently effective Registration Statement or (iv) the aggregate principal amount authorized from time to time to be issued and sold under this Agreement, the B. Riley Agreement and the Comerica Agreement by the Board, or a duly authorized committee thereof, and notified to the Agent in writing. In addition, under no circumstances shall any Notes with respect to which the Agent acts as sales agent be sold at a price lower than the minimum price therefor authorized from time to time by the Company's Board, or a duly authorized committee thereof, and notified to the Agent in writing as set forth in the applicable Placement Notice. If either party has reason to believe that the exemptive provisions set forth in Rule 101(c)(2) of Regulation M under the Exchange Act are not satisfied with respect to the Notes, it shall promptly notify the other party and sales of the Notes under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party.

(g) Settlement for sales of Notes pursuant to this Section 4 and made in accordance with the terms of the applicable Acceptance will occur on the third business day that is also a trading day for the NYSE (other than a day on which the NYSE is scheduled to close prior to its regular weekday closing time) following the trade date on which such sales are made, unless another date shall be agreed to by the Company and the Agent (each such day, a "**Settlement Date**"). On each Settlement Date, the Notes sold through the Agent for settlement on such date shall be delivered by the Company or the Trustee, as applicable, to the Agent against payment of the Net Proceeds from the sale of such Notes. Settlement for all Notes shall be effected by book-entry delivery of Notes to the applicable Agent's account at The Depository Trust Company or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradable, transferable, registered Notes in good deliverable form, in each case against payments by the Agent of the Net Proceeds from the sale of such Notes in same day funds delivered to an account designated by the Company. If the Company or the Trustee, as applicable, shall default on its obligation to deliver Notes on any Settlement Date, the Company shall (i) indemnify and hold each Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (ii) pay the Agent any commission to which it would otherwise be entitled absent such default.

(h) At each Applicable Time, each Settlement Date and each Representation Date (as such term is defined in Section 6(n) herein), the Company, the Adviser and the Administrator shall be deemed to have affirmed each representation and warranty contained in this Agreement. The obligation of the Agent to use its commercially reasonable efforts to sell the Notes on behalf of the Company as sales agent shall be subject to the continuing accuracy of the representations and warranties of the Company herein, to the performance by the Company of its obligations

hereunder and to the continuing satisfaction of the additional conditions specified in Section 4 of this Agreement.

(i) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Notes pursuant to this Agreement shall only be effected by or through only one of Agent, B. Riley or Comerica on any single given day as determined by the Company, but in no event by more than one of them, and the Company shall in no event request that more than one of Agent, B. Riley or Comerica sell Notes on the same day.

(j) Except as may be mutually agreed by the Company and the Agent the Company and the Agent agree that no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, (i) with respect to the Company's quarterly filings on Form 10-Q, during any period commencing upon the 30th day following the end of each fiscal quarter and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated financial information as of the end of the Company's most recent quarterly period (the "**10-Q Filing**") and (ii) with respect to the Company's annual report filings on Form 10-K, during any period commencing upon the 50th day following the end of the Company's fiscal year and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated audited financial information as of the end of the Company's most recent fiscal year (the "**10-K Filing**") (each of a 10-Q Filing and/or a 10-K Filing shall also be referred to herein as a "**Quarterly 497 Filing**"). To the extent the Company releases its earnings for its most recent quarterly period or fiscal year, as applicable (an "**Earnings Release**") before it files with the Commission its quarterly report on Form 10-Q for such quarterly period or annual report on Form 10-K for such fiscal year, as applicable, then the Agent and the Company agree that no sales of Notes shall take place for the period beginning on the date of the Earnings Release and ending on the date of the applicable Quarterly 497 Filing. Notwithstanding the foregoing, without the prior written consent of each of the Company and the Agent, no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, during any period in which the Company is in possession of material non-public information.

5. Expenses. The Company agrees to pay the reasonable costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), and the Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement and the Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Notes; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Notes; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all closing documents printed (or reproduced) and delivered in connection with the offering of the Notes; (v) the registration of the Notes under the Exchange Act and the listing of the Notes on the NYSE; (vi) any registration or qualification of the Notes for offer and sale under the securities or blue sky laws of the several states (including filing fees and the

reasonable fees and expenses of counsel for the Agent relating to such registration and qualification); (vii) any filings required to be made with FINRA (including filing fees and the reasonable fees and expenses of counsel for the Agent relating to such filings); (viii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (ix) the reasonable fees and expenses of the Agent and one counsel for the Agent, B. Riley and Comerica (provided that the reasonable fees and expenses of such counsel shall not exceed (a) an aggregate of $40,000 in connection with the preparation of this Agreement, the B. Riley Agreement and the Comerica Agreement and the preparation and filing of the Prospectus pursuant to which sales of Notes will be made and (b) an aggregate of $15,000 on a quarterly basis thereafter in connection with this Agreement, the B. Riley Agreement and the Comerica Agreement, collectively); (x) the cost and charges of the Trustee and any transfer agent, registrar or dividend disbursing agent; (xi) all fees and expenses in connection with obtaining and maintaining ratings for the Notes; and (xii) all other costs and expenses incident to the performance by the Company of its obligations hereunder. For the avoidance of doubt, the Company may refuse to approve fees and expenses of the Agent (or its counsel) if the Company determines, in its reasonable discretion, that such fees and expenses of the Agent (or its counsel) are not reasonable, in which case the Agent shall bear such fees and/or expenses.

6. Agreements of the Company. The Company agrees with the Agent that:

(a) The Company, subject to Section 6(a)(ii), will comply with the requirements of Rule 497, and will notify the Agent as soon as practicable, and, in the cases of Sections 6(a)(ii)-(iv), confirm the notice in writing, (i) when, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed in relation to the Notes, (ii) of the receipt of any comments from the Commission relating to the Registration Statement, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information in each case in relation to the Notes, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 497 and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 497 was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order suspending the effectiveness of the Registration Statement pursuant to Section 8(d) of the 1933 Act, and, if any such stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) The Company will give the Agent notice of its intention to file or prepare any amendment to the Registration Statement, or any supplement or revision to either the Base Prospectus included in the Registration Statement at the time a post-effective amendment thereto most recently became effective or to the Prospectus Supplement, and will furnish the Agent with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as

the case may be, and will, in good faith, consider any reasonable comments of the Agent or Agent's counsel.

(c) If, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Prospectus to comply with the 1933 Act, the Trust Indenture Act or the Exchange Act, in each case in relation to the Notes including in connection with use or delivery of the Prospectus, the Company promptly will (i) notify the Agent of any such event so that any use of the Prospectus may cease or be suspended until it is amended or supplemented or it otherwise complies with the 1933 Act, the Trust Indenture Act or the Exchange Act, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 6, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Agent in such quantities as the Agent may reasonably request.

(d) As soon as practicable after furnishing with the Commission, the Company will make generally available to its security holders and to the Agent an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the 1933 Act and Rule 158.

(e) The Company will furnish to the Agent, without charge, so long as delivery of a prospectus by the Agent or dealer may be required by the 1933 Act, as many copies of the Prospectus and any supplement thereto as the Agent may reasonably request. Except as otherwise described herein, the Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Company will arrange, if necessary, for the qualification of the Notes for sale under the laws of such states and jurisdictions as the Agent may designate and the Company agrees to and will maintain such qualifications in effect so long as required to complete the distribution and sale of the Notes; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Notes, in any jurisdiction where it is not now so subject.

(g) The Company will use the Net Proceeds in the manner specified in the Prospectus under "Use of Proceeds."

(h) The Company will use its commercially reasonable best efforts to effect the listing of the Notes on the New York Stock Exchange and maintain the listing of the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes on the New York Stock Exchange.

(i) The Company, during the period when the Prospectus is required to be delivered under the 1933 Act or the Exchange Act, will file all documents required to be filed with the Commission pursuant to the 1940 Act and the Exchange Act within the time periods required by the 1940 Act and the Exchange Act and the rules and regulations of the Commission thereunder, respectively.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes, except as may be allowed by law.

(k) In connection with the offering and sale of the Notes, the Company will file with the NYSE and NASDAQ all documents and notices, and make all certifications, required of companies that have securities that are listed on the NYSE and NASDAQ and will maintain such listing.

(l) The Company will cooperate with any reasonable due diligence review conducted by the Agent (or its counsel or other representatives), including, without limitation, providing information and making available documents and senior corporate officers, as the Agent may reasonably request; *provided, however*, that the Company shall be required to make available documents and senior corporate officers only (i) at the Company's principal offices and (ii) during the Company's ordinary business hours. The parties acknowledge that the due diligence review contemplated by this Section 6(l) will include, without limitation, during the term of this Agreement a quarterly diligence conference to occur within five Business Days after each Quarterly 497 Filing whereby the Company will make its senior corporate officers available to address diligence inquiries of the Agent and will provide such additional information and documents as the Agent may reasonably request.

(m) The Company agrees that on such dates as the 1933 Act shall require, the Company will file a Prospectus Supplement with the Commission pursuant to Rule 497 under the 1933 Act, or otherwise include in a filed annual report on Form 10-K or quarterly report on Form 10-Q, which Prospectus Supplement, Form 10-K or Form 10-Q, as applicable, will set forth, within the relevant quarterly or other period, the principal amount of Notes sold through the Agent, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such Notes. To the extent the information set forth in this Section 6(m) is filed in a Prospectus Supplement, the Company agrees to deliver such number of copies of each such Prospectus Supplement to each exchange or market on which such sales were effected as may be required by the rules or regulations of such exchange or market.

(n) Upon the commencement of the offering of Notes under this Agreement and each time the Company files a Prospectus relating to the Notes or amends or supplements the Registration Statement or the Prospectus relating to the Notes, in connection with a Quarterly 497 Filing or otherwise, (other than a prospectus supplement filed in accordance with Section 6(m) of this Agreement) by means of a post−effective amendment, sticker, or supplement (each such event shall be deemed a "**Representation Date**"), the Company and the Adviser shall each furnish the Agent with a certificate, in the form attached hereto as Exhibit 6(n). The requirement to provide a certificate

under this Section 6(n) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with a certificate under this Section 6(n), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a certificate, in the form attached hereto as Exhibit 6(n).

(o) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent (i) a written opinion of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Company, or of such other law firm who may be counsel for the Company from time to time, (the "**Company Counsel**") and (ii) a written opinion of the Counsel of the Company ("**Counsel**"), each dated the commencement of the offering of Notes hereunder in substantially the forms attached hereto as Exhibit 6(o)(1) and Exhibit 6(o)(2), respectively. Thereafter, within five Business Days after each Representation Date, the Company shall cause to be furnished to the Agent (i) a written opinion of Company Counsel and (ii) a written opinion of Counsel, in substantially the forms attached hereto as Exhibit 6(o)(3) and Exhibit 6(o)(4), respectively, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented. Notwithstanding the foregoing, the requirement to provide such opinions shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with an opinion from Company Counsel under this Section 6(o), then before the Agent resumes sales of any Notes, the Company shall cause to be furnished to the Agent the opinions of Company Counsel and Counsel contemplated in this Section 6(o).

(p) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent a written opinion of Venable LLP, Maryland counsel for the Company ("**Maryland Counsel**"), dated the commencement of the offering of Notes hereunder, in substantially the form attached hereto as Exhibit 6(p).

(q) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after the end of each fiscal quarter, or any period in which the Prospectus relating to the Notes is required to be delivered by the Agent, each time that the Registration Statement is amended or the Prospectus supplemented to include additional amended financial information, the Company shall cause its independent accountants to furnish the Agent letters, dated the commencement of the offering of Notes hereunder or the date of each Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, (i) confirming that they are independent public accountants within the meaning of the 1933 Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of such date, the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings (the "**Comfort Letter**"). The requirement to provide a Comfort Letter under this Section 6(p) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company

does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with a Comfort Letter under this Section 6(p), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a Comfort Letter.

(r) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, the Company and the Adviser shall each furnish the Agent with a certificate of its Secretary, in form and substance reasonably satisfactory to the Agent. The requirement to provide certificates under this Section 6(r) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with the certificates under this Section 6(r), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with such certificates.

(s) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, Troutman Sanders LLP, counsel for the Agent shall furnish to the Agent a written opinion ("**Agent Counsel**"), dated the commencement of the offering of Notes hereunder, or the Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; *provided*, *however*, that in lieu of such opinion, counsel may furnish the Agent with a letter to the effect that the Agent may rely on a prior opinion delivered under this Section 6(s) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date). The Company agrees to furnish to Agent Counsel such documents as they may reasonably request for the purpose of enabling them to deliver their opinion under this Section 6(s). Notwithstanding the foregoing, the requirement to provide such opinion shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and Agent Counsel did not provide the Agent with its opinion under this Section 6(s), then before the Agent resumes sales of any Notes, Agent Counsel shall furnish to the Agent its opinion contemplated in this Section 6(s).

(t) At each Representation Date, the Company will conduct a due diligence session, in form and substance reasonably satisfactory to the Agent, which shall include representatives of the management and the accountants of the Company. The requirement to conduct due diligence sessions under this Section 6(t) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not conduct

a due diligence session under this Section 6(t), then before the Agent resumes sales of any Notes, the Company shall conduct a due diligence session as contemplated in this Section 6(t).

(u) Except by means of the Prospectus or as otherwise agreed by the parties, the Company (including its agents and representatives, other than the Agent in its capacity as such) will not make, use, prepare, authorize, approve or refer to any written communication (as defined in Rule 405 under the 1933 Act and including without limitation any (i) advertisement as defined in Rule 482 under the 1933 Act and (ii) Sales Material), required to be filed with the Commission, that constitutes an offer to sell or solicitation of an offer to buy Notes hereunder.

(v) The Company will comply with all requirements imposed upon it by the 1933 Act, the 1940 Act and the Exchange Act as from time to time in force, so far as necessary to permit the continuance of sales of, or dealings in, the Notes as contemplated by the provisions hereof and the Prospectus.

(w) The Company will not, without (i) giving the Agent at least two business days' prior written notice specifying the nature of the proposed sale and the date of such proposed sale and (ii) the Agent suspending activity under this program for such period of time as requested by the Company as part of such prior written notice or as deemed appropriate by the Agent in light of the proposed sale, directly or indirectly, offer, pledge, sell, contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any senior unsecured debt securities issued or guaranteed by the Company or any securities convertible into or exercisable or exchangeable for senior unsecured debt securities issued or guaranteed by the Company or file any registration statement under the 1933 Act with respect to any of the foregoing. The foregoing sentence shall not apply to (i) the registration and sale of the Notes to be sold hereunder through the Agent, pursuant to the B. Riley Agreement through B. Riley or pursuant to the Comerica Agreement through Comerica and (ii) the offer and sale of the Company's InterNotes® to be issued pursuant to that certain Seventh Amended and Restated Selling Agent Agreement dated as of November 9, 2018 between the Company, the Adviser, the Administrator and the agents named therein, as such agreement may be amended from time to time.

(x) Other than the B. Riley Agreement and the Comerica Agreement, during the term of this Agreement, the Company will not enter into another agreement for an "at the market" offering with respect to the Company's debt securities with any other party, other than the Agent.

(y) The Company acknowledges and agrees that the Agent has informed the Company that the Agent may, to the extent permitted under the 1933 Act and the Exchange Act, purchase and sell Notes for its own account at the same time as Notes are being sold by the Company pursuant to this Agreement.

(z) The Company will notify the Agent as soon as practicable, and confirm such notice in writing, of any change in the rating assigned by any nationally recognized statistical rating organization, as such term is defined in Section 3 of the 1934 Act, to any debt securities of the Company (including the Notes) or the Company's revolving credit facility, or the public announcement by any nationally recognized statistical rating organization that it has under surveillance or review, with possible negative implications, its rating of any such debt securities

(including the Notes) or the Company's revolving credit facility, or the withdrawal by any nationally recognized statistical rating organization of its rating of any such debt securities (including the Notes) or the Company's revolving credit facility.

7. Conditions to the Agent's Obligations. The obligations of the Agent hereunder shall be subject to the continuing accuracy and completeness of the representations and warranties made by the Company, the Adviser and the Administrator herein, to the due performance by the Company of its obligations hereunder, and to the continuing satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

(a) The Registration Statement shall have become effective and shall be available for the sale of all Notes to be issued and sold hereunder.

(b) None of the following events shall have occurred and be continuing: (i) receipt by the Company of any request for additional information from the Commission or any other federal or state governmental authority during the period of effectiveness of the Registration Statement, the response to which would require any amendments or supplements to the Registration Statement or the Prospectus relating to or affecting the Notes; (ii) the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of or preventing the use of, the Registration Statement or the Prospectus or the initiation of any proceedings for that purpose, including any notice objecting to the use of the Registration Statement or order pursuant to Section 8(e) of the 1940 Act having been issued and proceedings therefor initiated, or to the knowledge of the Company, threatened by the Commission; (iii) receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; (iv) the occurrence of any event that makes any statement made in the Registration Statement or the Prospectus untrue in any material respect or that requires the making of any changes in the Registration Statement or Prospectus so that, in the case of the Registration Statement, it will 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 not misleading and, that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate.

(c) There shall not have been any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus (after giving effect to any amendment or supplement thereto) the effect of which, is, in the reasonable judgment of the Agent, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Notes as contemplated by the Registration Statement (after giving effect to any amendment thereof) and the Prospectus Supplement (after giving effect to any amendment or supplement thereto).

(d) The Agent shall have received the opinions of Company Counsel and Counsel required to be delivered pursuant Section 6(o) on or before the date on which such delivery of such opinions is required pursuant to Section 6(o).

(e) The Agent shall have received the opinion of Maryland Counsel required to be delivered pursuant Section 6(p) on or before the date on which such delivery of such opinion is required pursuant to Section 6(p).

(f) The Agent shall have received the Comfort Letter required to be delivered pursuant Section 6(q) on or before the date on which such delivery of such letter is required pursuant to Section 6(q).

(g) The Agent shall have received the certificates required to be delivered pursuant to Section 6(n) and Section 6(r) on or before the date on which delivery of such certificate is required pursuant to Section 6(n) and Section 6(r), respectively.

(h) The Agent shall have received the opinion of Agent Counsel required to be delivered pursuant Section 6(s) on or before the date on which such delivery of such opinion is required pursuant to Section 6(s).

(i) The Notes shall either have been (i) approved for listing on the NYSE or (ii) the Company shall have submitted to the NYSE a Supplemental Listing Application for listing of the Notes on the NYSE at, or prior to, the issuance of any Placement Notice.

(j) Trading in the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes shall not have been suspended on the NYSE.

(k) The Notes shall be rated at least BBB- by Standard & Poor's Ratings Services and at least BBB by Kroll Bond Rating Agency, Inc.

(l) On or after each Applicable Time and each Settlement Date (i) no downgrading shall have occurred in the rating accorded to the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes) by any "nationally recognized statistical rating organization", as that term is defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes).

(m) All filings with the Commission required by Rule 497 under the 1933 Act to have been filed prior to the sale of Notes hereunder shall have been made within the applicable time period prescribed for such filing by Rule 497.

(n) FINRA shall have confirmed that it has no objection with respect to the fairness and reasonableness of the placement terms and arrangements set forth herein.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless the Agent and its affiliates (within the meaning of Rule 405 under the 1933 Act) who are

acting as agents of the Agent, the directors, officers, employees and agents of the Agent and each person who controls the Agent within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the 1933 Act, the Exchange Act, the 1940 Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Sales Material or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however,* that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Agent specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have. Any indemnification by the Company pursuant to this Agreement shall be subject to the requirements and limitations of Section 17(a) of the 1940 Act.

(a) The Agent agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act, to the same extent as the foregoing indemnity from the Company to the Agent, but only with reference to written information relating to the Agent furnished to the Company by or on behalf of the Agent specifically for inclusion in the documents referred to in the foregoing indemnity. The Agent agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any loss, claim, damage, liability or action to which they are entitled to indemnification pursuant to this Section 8(b). This indemnity agreement will be in addition to any liability which the Agent may otherwise have.

(b) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); *provided, however,* that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint

counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(c) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Agent severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "**Losses**") to which the Company and the Agent may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Agent on the other from the offering of the Notes; *provided, however,* that in no case shall the Agent be responsible for any amount in excess of the total commissions received by the Agent pursuant to Section 2(d) hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Agent shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Agent on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Agent shall be deemed to be equal to the total commissions received by the Agent pursuant to Section 2(d). Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Agent on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Agent agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who

was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls the Agent within the meaning of either the 1933 Act or the Exchange Act and each director, officer, employee and agent of the Agent shall have the same rights to contribution as the Agent, and each person who controls the Company within the meaning of either the 1933 Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Termination.

(a) The Company shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(b) The Agent shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(c) Unless earlier terminated pursuant to this Section 9, this Agreement shall automatically terminate upon the issuance and sale of Notes equal to the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes through the Agent, B. Riley and Comerica on the terms and subject to the conditions set forth herein except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(d) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 9(a), (b) or (c) above or otherwise by mutual agreement of the parties; *provided, however,* that any such termination by mutual agreement shall in all cases be deemed to provide that Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall remain in full force and effect.

(e) Except as otherwise provided in Sections 9(a) and 9(b), any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided, however,* that such termination shall not be effective until the close of business on the date of receipt of such notice by the Agent or the Company, as the case may be. If such termination shall occur on or after a trade date and prior to the Settlement Date for any sale of Notes, such Notes shall settle in accordance with the provisions of this Agreement.

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Agent or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will

survive delivery of and payment for the Notes. The provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Agent, will be mailed, delivered, telefaxed or e-mailed to BB&T Capital Markets, a division of BB&T Securities, LLC, 901 East Byrd Street, Suite 300, Richmond, Virginia 23219; Attention: Reid Burford, Managing Director; e-mail: rburford@bbandtcm.com and Troutman Sanders LLP, 1001 Haxall Point, Richmond, Virginia 23218, fax no. (804) 698-5185, Attention: Michael T. Damgard; or, if sent to the Company, the Adviser or the Administrator, will be mailed, delivered or telefaxed to it at (212) 448-9652 and confirmed to it at Prospect Capital Corporation, 10 East 40th Street, New York, New York 10016; Attention: Sean Dailey.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

13. No Fiduciary Duty. The Company hereby acknowledges that (a) the offering and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Agent and any affiliate through which it may be acting, on the other, (b) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters), and (c) the Company's engagement of the Agent in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Agent with respect to the subject matter hereof, including, without limitation, the Original Agreement and the Amended and Restated Agreement.

15. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

16. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

18. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof

19. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

20. No Joint Venture. The Company, the Adviser, the Administrator and the Agent expressly acknowledge, understand and agree that the Agent, B. Riley and Comerica are not, and shall not be deemed for any purpose, to be acting as an agent, joint venture or partner of one another and that neither the Agent, B. Riley nor Comerica assumes responsibility or liability, express or implied, for any actions or omissions of, or the performance of services by, the Agent, B. Riley or Comerica, respectively, in connection with the offering of the Notes pursuant to this Agreement, the B. Riley Agreement or the Comerica Agreement, or otherwise. The obligations of the Agent hereunder, of B. Riley under the B. Riley Agreement and of Comerica under the Comerica Agreement shall be several and not joint.

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"1933 Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"1940 Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder.

"Applicable Time" shall mean the time of each sale of the applicable Notes pursuant to this Agreement.

"Board" shall mean the Board of Directors of the Company.

"Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which national banking institutions are generally authorized or obligated by law or executive order to close.

"Commission" shall mean the Securities and Exchange Commission.

"Consolidated Holding Companies"shall mean APH Property Holdings, LLC, Arctic Oilfield Equipment USA, Inc., CCPI Holdings Inc., CP Holdings of Delaware LLC, Credit Central

Holdings of Delaware, LLC, Energy Solutions Holdings Inc., First Tower Holdings of Delaware LLC, Harbortouch Holdings of Delaware Inc., MITY Holdings of Delaware Inc., Nationwide Acceptance Holdings LLC, NMMB Holdings, Inc., NPH Property Holdings, LLC, STI Holding, Inc., UPH Property Holdings, LLC, Valley Electric Holdings I, Inc., Valley Electric Holdings II, Inc. and Wolf Energy Holdings Inc.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Rule 158" refers to such rule under the 1933 Act.

**[Remainder of Page Intentionally Blank]**

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Adviser, the Administrator and the Agent.

Very truly yours,

**Prospect Capital Corporation**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Chairman and Chief Executive Officer

**Prospect Capital Management L.P.**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Manager

**Prospect Administration LLC**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Authorized Signatory

The foregoing Agreement is
hereby confirmed and accepted
as of the date first-written above.

**BB&T CAPITAL MARKETS, A DIVISION OF BB&T SECURITIES, LLC**

By: /s/ Adam Hahn
Name: Adam Hahn
Title: Vice President

**SCHEDULE I**

**FORM OF PLACEMENT NOTICE**

From: [ ]
Cc: [ ]
To: [ ]
Subject: Second Amended and Restated Debt Distribution Agreement - Placement Notice

Gentlemen:

Pursuant to the terms and subject to the conditions contained in the Second Amended and Restated Debt Distribution Agreement between Prospect Capital Corporation (the "Company"), Prospect Capital Management L.P., Prospect Administration LLC, and BB&T Capital Markets, a division of BB&T Securities, LLC (the "Agent") dated February 7, 2019 (the "Agreement"), I hereby request on behalf of the Company that the Agent sell [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2024 (the "2024 Notes"), at a minimum market price of $_____ per 2024 Note,] [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2028 (the "2028 Notes"), at a minimum market price of $_____ per 2028 Note] [up to $_____ aggregate principal amount of the Company's 6.875% Notes due 2029 (the "2029 Notes" and collectively with the 2024 Notes and the 2028 Notes, the "Notes")], at a minimum market price of $_____ per 2029 Note.]

The Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (1) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (2) for an issuance of the Notes occurring after six (6) months of the original issuance of the Notes, (a) the principal amount of the Notes, reduced by (b) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law). The time period during which sales are requested to be made shall be _____.

[No more than $_____ principal amount of Notes may be sold in any one trading day.]

[Commission payable to Agent]

ADDITIONAL SALES PARAMETERS MAY BE ADDED, SUCH AS SPECIFIC DATES THE NOTES MAY NOT BE SOLD ON, AND/OR THE MANNER IN WHICH SALES ARE TO BE MADE BY THE AGENT.

THE COMPANY MAY CANCEL THIS PLACEMENT NOTICE AT ANY TIME IN ITS SOLE DISCRETION SUBJECT TO THE PROVISIONS OF SECTION 4(b) OF THE AGREEMENT.

**SCHEDULE II**

**BB&T CAPITAL MARKETS, A DIVISION OF BB&T SECURITIES, LLC**

Reid Burford
Rburford@bbandtcm.com
(804) 782-8700

Eric Watson
ewatson@bbandtcm.com
(804) 780-3228

Liz Smith
lsmith@bbandtcm.com
(804)780-3283

**PROSPECT CAPITAL CORPORATION**

John Barry
jbarry@prospectstreet.com
(212) 448-1858

Kristin Van Dask
kvandask@prospectstreet.com
(646) 254-6075

Grier Eliasek
grier@prospectstreet.com
(212) 448-9577

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# Section 5: EX-99.(H)(9) (EXHIBIT 99.(H)(9))

**Exhibit (h)(9)**

**PROSPECT CAPITAL CORPORATION**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2024**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.25% Notes due 2028**

**Up to $100,000,000**
**Aggregate Principal Amount of**
**6.875% Notes due 2029**

**SECOND AMENDED AND RESTATED**
**DEBT DISTRIBUTION AGREEMENT**

February 7, 2019

B. Riley FBR, Inc.
299 Park Avenue, 7th Floor
New York, New York 10171

Ladies and Gentlemen:

Prospect Capital Corporation, a corporation organized under the laws of Maryland (the "**Company**"), Prospect Capital Management L.P., a Delaware limited partnership registered as an investment adviser (the "**Adviser**"), Prospect Administration LLC, a Delaware limited liability company (the "**Administrator**"), and B. Riley FBR, Inc. (the "**Agent**") previously entered into a Debt Distribution Agreement dated July 2, 2018 (the "**Original Agreement**"), which was amended and restated on August 31, 2018 (as so amended and restated, the "**Amended and Restated Agreement**"). The parties hereby further amend and restate the Amended and Restated Agreement and the parties hereto collectively confirm their agreement in the form of this Second Amended and Restated Debt Distribution Agreement (this "**Agreement**"), which supersedes and replaces the Amended and Restated Agreement, as follows:

1. Issuance and Sale of Notes. In December 2015, the Company issued $160,000,000 in aggregate principal amount of its 6.25% Notes due 2024, which trade on the New York Stock Exchange (the "**NYSE**") under the trading symbol "PBB" (the "**2024 Notes**"). From June 2016 through August 2016, the Company issued an additional $39,281,000 aggregate principal amount

of the 2024 Notes in an at-the-market offering. From the date of the Original Agreement through February 6, 2019, the Company issued an additional $22,186,975 aggregate principal amount of the 2024 Notes in an at-the-market offering pursuant to the Original Agreement and the Amended and Restated Agreement (the "**Prior Agreements 2024 Notes**"). As of the date of this Agreement, the Company has issued a total of $221,467,975 in aggregate principal amount of the 2024 Notes. In June 2018, the Company issued $55,000,000 in aggregate principal amount of its 6.25% Notes due 2028, which trade on the NYSE under the trading symbol "PBY" (the "**2028 Notes**"). From the date of the Original Agreement through February 6, 2019, the Company issued an additional $12,410,775 aggregate principal amount of the 2028 Notes in an at-the-market offering pursuant to the Original Agreement and the Amended and Restated Agreement (the "**Prior Agreements 2028 Notes**"). As of the date of this Agreement, the Company has issued a total of $67,410,775 in aggregate principal amount of the 2028 Notes. In December 2018, the Company issued $50,000,000 in aggregate principal amount of its 6.875% Notes due 2029, which trade on the NYSE under the trading symbol "PBC" (the "**2029 Notes**"). The Company proposes to issue and sell through the Agent, as sales agent, in accordance with the terms and conditions set forth in Section 4 of this Agreement, (i) additional 2024 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of the Prior Agreements 2024 Notes (the "**Maximum Amount of 2024 Notes**"), (ii) additional 2028 Notes having an aggregate principal amount of up to $100,000,000 less the aggregate principal amount of the Prior Agreements 2028 Notes (the "**Maximum Amount of 2028 Notes**") and (iii) additional 2029 Notes having an aggregate principal amount of up to $100,000,000 (the "**Maximum Amount of 2029 Notes**") (collectively, the "**Notes**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this Section 1 regarding the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes to be issued and sold under this Agreement shall be the sole responsibility of the Company, and the Agent shall have no obligation in connection with such compliance. The 2024 Notes will be issued pursuant to an indenture, dated as of February 16, 2012, as amended (the "**Base Indenture**"), between the Company and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by a supplemental indenture, dated as of December 10, 2015, between the Company and the Trustee (the "**Original 2024 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2024 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2024 Supplemental Indenture, the "**2024 Notes Indenture**"). The 2028 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of June 7, 2018, between the Company and the Trustee (the "**Original 2028 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated July 2, 2018, between the Company and the Trustee (the "**New 2028 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2028 Supplemental Indenture, the "**2028 Notes Indenture**"). The 2029 Notes will be issued pursuant to the Base Indenture, as supplemented by a supplemental indenture, dated as of December 5, 2018, between the Company and the Trustee (the "**Original 2029 Notes Supplemental Indenture**") as further supplemented by a supplemental indenture, dated as of February 7, 2019, between the Company and the Trustee (the "**New 2029 Notes Supplemental Indenture**" and together with the Base Indenture and the Original 2029 Notes Supplemental Indenture, the "**2029 Notes Indenture**"). The issuance and sale of Notes through the Agent will

be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the "**Commission**").

The Company, the Adviser and the Administrator have also entered into (i) a second amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**BB&T Agreement**") dated of even date herewith, with BB&T Capital Markets, a division of BB&T Securities, LLC ("**BB&T**"), and (ii) an amended and restated debt distribution agreement in substantially similar form to this Agreement (the "**Comerica Agreement**") dated of even date herewith, with Comerica Securities, Inc. ("**Comerica**"). The aggregate principal amounts of Notes that may be sold collectively pursuant to this Agreement, the BB&T Agreement and the Comerica Agreement shall not exceed the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable.

The Company has entered into an investment advisory and management agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Investment Advisory Agreement**"), with the Adviser under the Advisers Act. The Company has entered into an administration agreement, dated as of July 24, 2004, as renewed on June 19, 2018 by the Board (the "**Administration Agreement**"), with the Administrator.

The Company has filed, pursuant to the 1933 Act, with the Commission a registration statement on Form N-2, which registers the offer and sale of certain securities to be issued from time to time by the Company, including the Notes. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the "**Trust Indenture Act**"). The Company filed a Form N-54A "Notification of Election to be Subject to Sections 55 through 65 of the 1940 Act Filed Pursuant to Section 54(a) of the 1940 Act" (File No. 814-00659) with the Commission on April 16, 2004, under the 1940 Act.

Except where the context otherwise requires, the registration statement, as amended when it became effective and any post-effective amendment thereto, including in each case all documents filed as a part thereof, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 497 under the 1933 Act or deemed to be part of such registration statement pursuant to Rule 430C under the 1933 Act is hereinafter referred to as the "**Registration Statement**." The prospectus, in the form it was included in the Registration Statement at the time it was declared effective is hereinafter referred to as the "**Base Prospectus**." The Company has prepared and will file with the Commission in accordance with Rule 497 under the 1933 Act, a prospectus supplement (the "**Prospectus Supplement**") supplementing the Base Prospectus in connection with offers and sales of the Notes. The Base Prospectus and the most recent Prospectus Supplement filed with the Commission pursuant to Rule 497 under the 1933 Act at each Applicable Time and each Settlement Date are hereinafter referred to collectively as the "**Prospectus**."

All references in this Agreement to financial statements and schedules and other information which is "contained," "disclosed," "included," "filed as part of" or "stated" in the Registration Statement or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are or are deemed

to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement or the Prospectus shall be deemed to mean and include the filing of any document under the Exchange Act which is or is deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be. All references in this Agreement to the Registration Statement, the Prospectus or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

2. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the Agent, and the Adviser and the Administrator, jointly and severally, represent and warrant to and agree with the Agent, as of the date hereof, as of each Applicable Time, and as of each Settlement Date (as such term is defined in Section 4 hereof), as follows:

(a) *Compliance with Registration Requirements.*

(i) The Company meets the requirements for use of Form N-2 under the 1933 Act. The Registration Statement has been declared effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act, and no proceedings for any such purpose, have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

(ii) At the respective times the Registration Statement, and any post-effective amendment thereto, became effective, and at each Applicable Time and each Settlement Date, the Registration Statement, and all post-effective amendments thereto complied and will comply in all material respects with the requirements of the 1933 Act and the Trust Indenture Act, and (excluding any post-effective amendment for the purpose of filing exhibits thereto) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its date, at the respective times the Prospectus or any such amendment or supplement was issued, and as of the date hereof, as of each Applicable Time and as of each Settlement Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not include (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) statements in or omissions from the Registration Statement or Prospectus made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Agent for use in the Registration Statement or Prospectus it being understood and agreed that the only such information furnished to the Company in writing by the Agent consists of the information described in Section 8(b) below.

(iii) At the respective times the Prospectus was filed, as of the date hereof, as of each Applicable Time and as of each Settlement Date, it complied and will comply in all material respects with the 1933 Act and the Trust Indenture Act, and if filed by electronic transmission pursuant to EDGAR (except as may be permitted by Regulation S-T under the 1933 Act), will be substantially identical to the copy thereof delivered to the Agent for use in connection with the applicable offering.

(iv) On the date hereof, at the respective times the Registration Statement and any post-effective amendment thereto became effective and as of each Settlement Date, the Indenture complied or will comply in all material respects with the applicable requirements of the Trust Indenture Act.

(b) *Independent Accountant*. BDO USA, LLP, which has expressed its opinion with respect to certain of the financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules filed with the Commission as a part of the Registration Statement and included in the Prospectus, is an independent registered public accounting firm as required by the 1933 Act and Exchange Act.

(c) *Preparation of the Financial Statements*. The financial statements (together with the related schedules and notes) filed with the Commission as a part of the Registration Statement and included in the Prospectus present fairly the consolidated financial position of the Company as of and at the dates indicated and the results of its operations and cash flows for the periods specified. Such financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("**GAAP**") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The consolidated selected financial data included in the Prospectus presents fairly in all material respects the information shown therein and has been compiled on a basis consistent with the consolidated financial statements included or incorporated by reference in the Registration Statement. All disclosures contained in the Registration Statement or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G under the Exchange Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable. There are no financial statements that are required to be included in the Registration Statement or the Prospectus that are not included as required.

(d) *Internal Control Over Financial Reporting*. The Company maintains a system of internal control over financial reporting sufficient to provide reasonable assurances that financial reporting is reliable and financial statements for external purposes are prepared in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with the authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

(e) *Disclosure Controls*. The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company, including material information pertaining to the Company's operations and assets managed by the Adviser, is made known to the Company's Chief Executive Officer and Chief Financial Officer by others within the Company and the Adviser, and such disclosure controls and procedures are effective to perform the functions for which they were established.

(f) *No Material Adverse Change*. Except as otherwise disclosed in the Registration Statement and the Prospectus, subsequent to the respective dates as of which information is given in the Prospectus: (i) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, net asset value, prospects, business or operations, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, considered as one entity or a material adverse effect on the performance by the Company of this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or the consummation of any transaction contemplated hereby or thereby (any such change or effect, where the context so requires is called a "**Material Adverse Change**" or a "**Material Adverse Effect**"); (ii) the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business or entered into any material transaction or agreement not in the ordinary course of business; and (iii) except for regular periodic dividends on shares of the Company's common stock, there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, any of its subsidiaries on any class of capital stock, or, except for any repurchases under the Company's share repurchase program which repurchases shall be made in compliance with applicable law, repurchase or redemption by the Company or any of its subsidiaries of any class of capital stock.

(g) *Good Standing of the Company and its Subsidiaries*. The Company and each of its subsidiaries have been duly incorporated or organized, as the case may be, and each is validly existing as a corporation or other entity, as the case may be, in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, and has the corporate or other power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and, in the case of the Company, to enter into and perform its obligations under this Agreement, the Indenture and the Notes. Each of the Company and its subsidiaries is duly qualified as a foreign corporation or entity, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock or equity interest of each subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(h) *Subsidiaries of the Company*. The Company does not own, directly or indirectly, any shares of stock or any other equity or long-term debt securities of any corporation or other entity other than (i) 100% of the equity interests in Prospect Capital Funding, LLC, Prospect Small Business Lending LLC, PSBL, LLC and Prospect Yield Corporation, LLC, (ii) all or substantially all of the equity interests in each of the Consolidated Holding Companies and (iii) those corporations or other entities described in the Registration Statement and the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company**" and collectively, the "**Portfolio Companies**"). Except as otherwise disclosed in the Registration Statement and the Prospectus, the Company does not control (as such term is defined in Section 2(a)(9) of the 1940 Act) any of the Portfolio Companies. Except as otherwise disclosed in the Prospectus, the Company is not required, in accordance with Article 6 of Regulation S-X under the 1933 Act, to consolidate the financial statements of any corporation, association or other entity with the Company's financial statements other than Prospect Capital Funding, LLC, Prospect Small Business Lending LLC, PSBL, LLC, Prospect Yield Corporation, LLC and each of the Consolidated Holding Companies.

(i) *Portfolio Companies*. The Company has duly authorized, executed and delivered any agreements pursuant to which it made the investments described in the Prospectus under the caption "Portfolio Companies" (each a "**Portfolio Company Agreement**"). To the Company's knowledge, except as otherwise disclosed in the Prospectus, each Portfolio Company is current, in all material respects, with all its obligations under the applicable Portfolio Company Agreements, no event of default (or a default which with the giving of notice or the passage of time would become an event of default) has occurred under such agreements, except to the extent that any such failure to be current in its obligations and any such default would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(j) *BDC Election; Regulated Investment Company*. The Company has elected to be regulated as a business development company under the 1940 Act and has filed with the Commission, pursuant to Section 54(a) of the 1940 Act, a duly completed and executed Form N-54A (the "**Company BDC Election**"); the Company has not filed with the Commission any notice of withdrawal of the BDC Election pursuant to Section 54(c) of the 1940 Act; the Company's BDC Election remains in full force and effect, and, to the Company's knowledge, no order of suspension or revocation of such election under the 1940 Act has been issued or proceedings therefore initiated or threatened by the Commission. The provisions of the corporate charter and bylaws of the Company and the operations of the Company are in compliance in all material respects with the provisions and requirements of the 1940 Act applicable to business development companies and the rules and regulations of the Commission applicable to business development companies.

(k) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Company; and the Administration Agreement has been duly authorized, executed and delivered by the Company; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Company, except as the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally.

(l) *Authorization of the Notes*. The Company has all requisite corporate power and authority to execute, issue, sell and perform its obligations contemplated by the Notes. The Notes have been duly authorized by the Company and, when duly issued and executed by the Company in accordance with this Agreement and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, assuming due authentication of the Notes by the Trustee, upon delivery by the Company against payment therefor in accordance with the terms hereof and the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, will be validly issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits of the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, as applicable, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(m) *Authorization of Indentures*. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture have been duly and validly authorized, executed and delivered by the Company and the Trustee and constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law); the Indenture has been qualified under the Trust Indenture Act. The 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture conform in all material respects to the description thereof in the Prospectus and the Notes will conform to the description thereof in the Prospectus, as amended or supplemented.

(n) *Disclosure*. The statements set forth in the Prospectus under the caption "Description of the Notes," insofar as they purport to constitute a summary of the terms of the Notes and under the captions "Material U.S. Federal Income Tax Considerations" and "Certain Relationships and Transactions," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate in all material respects.

(o) *Non-Contravention of Existing Instruments*. Neither the Company nor any subsidiary is in violation of or default under (i) its charter, articles or certificate of incorporation, by-laws, or similar organizational documents; (ii) any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument, including any Portfolio Company Agreement, the Investment Advisory Agreement and the Administration Agreement, to which the Company or any of its subsidiaries is a party or bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as

applicable, except for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *No Further Authorizations or Approvals Required.* The Company's execution, delivery and performance of this Agreement, the issuance and sale of the Notes, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture, and consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus (i) have been duly authorized by all necessary corporate action, have been effected in accordance with the 1940 Act and will not result in any violation of the provisions of the charter, articles or certificate of incorporation or by-laws of the Company or similar organizational documents of any subsidiary, (ii) will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any existing instrument, except for such conflicts, breaches, defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Effect, (iii) will not result in any material respect in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary and (iv) will not affect the validity of the Notes or the legal authority of the Company to comply with the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture or this Agreement. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company's execution, delivery and performance of this Agreement, the compliance by the Company with all of the provisions of the Notes, the 2024 Notes Indenture, the 2028 Notes Indenture and the 2029 Notes Indenture or consummation of the transactions contemplated hereby and thereby and by the Registration Statement and the Prospectus, except such as have already been obtained or made under the 1933 Act, the 1940 Act, the Trust Indenture Act and such as may be required under any applicable state securities or blue sky laws or from the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

(q) *Intellectual Property Rights*. The Company and its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct their businesses as described in the Registration Statement and the Prospectus; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would, individually or in the aggregate, result in a Material Adverse Effect. To the Company's knowledge, none of the technology employed by the Company has been obtained or is being used by the Company in violation of any contractual obligation binding on the Company or any of its officers, directors or employees or otherwise in violation of the rights of any persons.

(r) *Compliance with Environmental Law*. To the knowledge of the Company, the Adviser and the Administrator, the Company, its subsidiaries and each controlled Portfolio Company (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations

relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"); (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect.

(s) *All Necessary Permits, etc*. The Company and each subsidiary possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not, individually or in the aggregate, result in a Material Adverse Effect and the Company has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could result in a Material Adverse Effect.

(t) *Investment Advisory Agreement*. (i) The terms of the Investment Advisory Agreement, including compensation terms, comply in all material respects with all applicable provisions of the 1940 Act and the Advisers Act and (ii) the approvals by the Board and the stockholders of the Company of the Investment Advisory Agreement have been made in accordance with the requirements of Section 15 of the 1940 Act applicable to companies that have elected to be regulated as business development companies under the 1940 Act.

(u) *Absence of Proceedings*. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against the Company, which is required to be disclosed in the Registration Statement or the Prospectus (other than as disclosed therein), or which might, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes or the performance by the Company of its obligations hereunder and thereunder. The aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Registration Statement or the Prospectus, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(v) *Accuracy of Exhibits*. Notwithstanding this Agreement, the BB&T Agreement and the Comerica Agreement, there are no contracts or documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits thereto by the 1933 Act or the 1940 Act that have not been so described and filed as required.

(w) *Advertisements*. As of the respective times of use and as of each Applicable Time, any advertising, sales literature or other promotional material (including "prospectus wrappers," "broker kits," "road show slides" and "road show scripts" and "electronic road show

presentations") authorized in writing by or prepared by the Company used in connection with the public offering of the Notes (collectively, "**Sales Material**") does not materially conflict with the information contained in the Registration Statement or Prospectus and does not contain an untrue statement of a material fact or omit to state a 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. Moreover, all Sales Material complied and will comply in all material respects with the applicable requirements of the 1933 Act and the 1940 Act and the rules and interpretations of FINRA (except that this representation and warranty does not include statements in or omissions from the Sales Material made in reliance upon and in conformity with information relating to the Agent furnished to the Company by or on behalf of the Agent expressly for use therein).

(x) *Subchapter M*. During the past fiscal year, the Company has been organized and operated, and is currently organized and operates, in compliance in all material respects with the requirements to be taxed as a regulated investment company under Subchapter M of the Internal Revenue Code of 1986, as amended ("**Subchapter M of the Code**" and the "**Code**," respectively). The Company intends to direct the investment of the proceeds of the offering described in the Registration Statement and the Prospectus in such a manner as to comply with the requirements of Subchapter M of the Code.

(y) *Tax Law Compliance*. The Company and its subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments or penalties as may be contested in good faith and by appropriate proceedings. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in the Registration Statement and the Prospectus in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined. The Company is not aware of any tax deficiency that has been or might be asserted or threatened against the Company or any subsidiary that could result, individually or in the aggregate, in a Material Adverse Effect.

(z) *Distribution of Offering Materials*. The Company has not distributed, or authorized the distribution of, and will not distribute, or authorize the distribution of, any offering material in connection with the offering and sale of the Notes other than the Registration Statement or the Prospectus.

(aa) *Registration Rights*. Except as otherwise described in the Prospectus or the Registration Statement, there are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the 1933 Act.

(bb) *Nasdaq Global Select Market*. The Company's shares of common stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act and are listed for quotation on the Nasdaq Global Select Market ("**NASDAQ**"). The Company has taken no action designed to, or likely to have the effect of, terminating the registration of its common stock under the Exchange Act or delisting its common stock from the NASDAQ, nor has the Company received any notification

that the Commission or FINRA is contemplating terminating such registration or listing. The Company has continued to satisfy, in all material respects, all requirements for listing its common stock for trading on the NASDAQ.

(cc) *NYSE Listing*. The 2024 Notes, the 2028 Notes and the 2029 Notes have been duly listed on the NYSE and prior to their issuance, the Notes will have been approved for listing. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the 2024 Notes, the 2028 Notes or the 2029 Notes under the Exchange Act or delisting the 2024 Notes, the 2028 Notes or the 2029 Notes from the NYSE, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing. The Company satisfies, in all material respects, all requirements for listing the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes for trading on the NYSE.

(dd) *No Price Stabilization or Manipulation*. Neither the Company, the Adviser nor the Administrator has taken nor will it take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes; provided, however, the Agent acknowledges the Company may from time to time repurchase the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes pursuant to a note repurchase program, which repurchases shall be made in compliance with applicable law.

(ee) *Compliance with the Exchange Act and the 1940 Act; Reports Filed*. The documents filed by the Company with the Commission under the Exchange Act and the 1940 Act, complied, and will comply in all material respects, with the requirements of the Exchange Act and the 1940 Act, as applicable, and, with respect to the Exchange Act documents, as of the date hereof, each Applicable Time, and as of each Settlement Date, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has filed all reports required to be filed pursuant to, the 1940 Act and the Exchange Act, except where the failure to file such reports would not have a Material Adverse Effect.

(ff) *Interested Persons*. Except as disclosed in the Registration Statement or the Prospectus (i) no person is serving or acting as an officer, director or investment adviser of the Company, except in accordance with the provisions of the 1940 Act and the Advisers Act, and (ii) to the knowledge of the Company, no director of the Company is an "interested person" (as defined in the 1940 Act) of the Company or an "affiliated person" (as defined in the 1940 Act) of any Agent except as otherwise disclosed in the Registration Statement or the Prospectus.

(gg) *No Unlawful Contributions or Other Payments*. Neither the Company nor any of its subsidiaries nor, to the Company's knowledge, any officer, director, employee or agent of the Company or any subsidiary, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Registration Statement and the Prospectus.

(hh) *No Outstanding Loans or Other Indebtedness.* There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of the members of any of them, except as disclosed in the Registration Statement and the Prospectus.

(ii) *Compliance with Laws*. The Company has not been advised, and has no knowledge, that it and each of its subsidiaries are not conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which it is conducting business, except where failure to be so in compliance would not result, individually or in the aggregate, in a Material Adverse Effect.

(jj) *Compliance with the Sarbanes-Oxley Act of 2002*. The Company has complied in all material respects with Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 and has made the evaluations of the Company's disclosure controls and procedures required under Rule 13a-15 under the Exchange Act.

(kk) *FINRA Matters*. All of the information provided to the Agent or to counsel for the Agent by the Company and, to the knowledge of the Company, its officers and directors and the holders of any securities of the Company in connection with letters, filings or other supplemental information provided to FINRA pursuant to FINRA Corporate Financing Rule 5110 is true, complete and correct in all material respects.

(ll) *Foreign Corrupt Practices Act*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

(mm) *Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(nn) *OFAC*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use any of the proceeds received by the Company from the sale of Notes contemplated by this Agreement, or lend, contribute or otherwise make available any such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

Any certificate signed by any officer of the Company, the Adviser or the Administrator and delivered to the Agent or to counsel for the Agent shall be deemed a representation and warranty by the Company, the Adviser or the Administrator (as applicable), to the Agent as to the matters covered thereby.

3. Representations and Warranties of the Adviser and the Administrator. The Adviser and the Administrator, jointly and severally, represent and warrant to the Agent as of the date hereof, as of each Applicable Time and as of each Settlement Date, and agree with the Agent as follows:

(a) *No Material Adverse Change in Business*. Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, there has been no material adverse change in the financial condition, or in the earnings, business affairs, operations or regulatory status of the Adviser or the Administrator or any of their respective subsidiaries, whether or not arising in the ordinary course of business, that would reasonably be expected to result in a Material Adverse Effect, or would otherwise reasonably be expected to prevent the Adviser or the Administrator from carrying out its obligations under the Investment Advisory Agreement (an "**Adviser Material Adverse Change**" or an "**Adviser Material Adverse Effect**," where the context so requires) or the Administration Agreement (an "**Administrator Material Adverse Change**" or an "**Administrator Material Adverse Effect**," where the context so requires).

(b) *Good Standing*. Each of the Adviser and the Administrator (and each of their subsidiaries) has been duly organized and is validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into and perform its obligations under this Agreement; the Adviser has full power and authority to execute and deliver and perform its obligations under the Investment Advisory Agreement; the Administrator has full power and authority to execute and deliver the Administration Agreement; and each of the Adviser and the Administrator is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to qualify or be in good standing would not otherwise reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(c) *Registration Under Advisers Act*. The Adviser is duly registered with the Commission as an investment adviser under the Advisers Act and is not prohibited by the Advisers Act or the 1940 Act from acting under the Investment Advisory Agreement for the Company as

contemplated by the Registration Statement and the Prospectus. There does not exist any proceeding or, to the Adviser's knowledge, any facts or circumstances the existence of which could lead to any proceeding, which might adversely affect the registration of the Adviser with the Commission.

(d) *Absence of Proceedings*. There is no action, suit or proceeding or, to the knowledge of the Adviser or the Administrator, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Adviser or the Administrator, threatened, against or affecting either the Adviser or the Administrator, which is required to be disclosed in the Registration Statement or the Prospectus (other than as disclosed therein), or which would reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Indenture, the Notes, the Investment Advisory Agreement or the Administration Agreement; the aggregate of all pending legal or governmental proceedings to which the Adviser or the Administrator is a party or of which any of its respective property or assets is the subject which are not described in the Registration Statement and the Prospectus, including ordinary routine litigation incidental to their business, would not reasonably be expected to result in an Adviser Material Adverse Effect or Administrator Material Adverse Effect.

(e) *Absence of Defaults and Conflicts*. Neither the Adviser nor the Administrator is in violation of its certificate of limited partnership or certificate of formation, as applicable, or limited partnership operating agreement or limited liability company operating agreement, as applicable, or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Adviser or the Administrator is a party or by which it or any of them may be bound, or to which any of the property or assets of the Adviser or the Administrator is subject (collectively, the "**Instruments**"), or in violation of any law, statute, rule, regulation, judgment, order or decree except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and the execution, delivery and performance of this Agreement, the Investment Advisory Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Notes and the use of the proceeds from the sale of the Notes as described in the Prospectus under the caption "Use of Proceeds") and compliance by the Adviser with its obligations hereunder and under the Investment Advisory Agreement and by the Administrator with its obligations hereunder and under the Administration Agreement do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Adviser or the Administrator pursuant to any Instrument, as applicable, except for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable, nor will such action result in any violation of the provisions of the limited partnership or limited liability company operating agreement, as applicable, of the Adviser or Administrator, respectively; nor will such action result in any violation of any applicable law, statute, rule, regulation, judgment, order, writ

or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Adviser, the Administrator, or any of their respective assets, properties or operations except for such violations that would not, individually or in the aggregate, reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(f) *Authorization of Agreements*. This Agreement has been duly authorized, executed and delivered by the Adviser and the Administrator; the Investment Advisory Agreement has been duly authorized, executed and delivered by the Adviser; and the Administration Agreement has been duly authorized, executed and delivered by the Administrator; the Investment Advisory Agreement and the Administration Agreement constitute valid and legally binding agreements of the Adviser and the Administrator, respectively, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers) or similar laws affecting creditors' rights generally and (ii) rights to indemnification and contribution may be limited by equitable principles of general applicability or by state or federal securities laws or the policies underlying such laws.

(g) *Absence of Further Requirements*. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Adviser or the Administrator of its obligations hereunder, in connection with the offering, issuance or sale of the Notes hereunder or the consummation of the transactions contemplated by this Agreement, the 2024 Notes Indenture, the 2028 Notes Indenture, the 2029 Notes Indenture, the Investment Advisory Agreement, the Administration Agreement, the Registration Statement or the Prospectus (including the use of the proceeds from the sale of the Notes as described in the Registration Statement and the Prospectus under the caption "Use of Proceeds"), except (i) such as have been already obtained under the 1933 Act and the 1940 Act, (ii) such as may be required under state securities laws and (iii) the filing of the Notification of Election under the 1940 Act, which has been effected.

(h) *Description of the Adviser and the Administrator*. The description of the Adviser and the Administrator contained in the Prospectus does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(i) *Possession of Licenses and Permits*. Each of the Adviser and the Administrator possesses such valid and current certificates, authorizations or permits issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it (collectively, "**Governmental Licenses**"), except where the failure so to possess would not reasonably be expected to, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; each of the Adviser and Administrator is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect

would not, individually or in the aggregate, result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable; and neither the Adviser nor the Administrator has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in an Adviser Material Adverse Effect or an Administrator Material Adverse Effect, as applicable.

(j) *Employment Status*. The Adviser is not aware that (i) any executive, key employee or significant group of employees of the Company, if any, the Adviser or the Administrator, as applicable, plans to terminate employment with the Company, the Adviser or the Administrator or (ii) any such executive or key employee is subject to any non-compete, nondisclosure, confidentiality, employment, consulting or similar agreement that would be violated by the present or proposed business activities of the Company or the Adviser except where such termination or violation would not reasonably be expected to have an Adviser Material Adverse Effect.

4. Sale and Delivery of Notes.

(a) Subject to the terms and conditions set forth herein, the Company agrees to issue and sell through the Agent acting as sales agent and the Agent agrees to use its commercially reasonable efforts to sell as sales agent for the Company, the Notes. The Agent may sell Notes by any method deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act), including without limitation sales made directly on the NYSE, on any other existing trading market for the 2024 Notes, the 2028 Notes or the 2029 Notes (including the Notes) or to or through a market maker. Subject to the terms of a Placement Notice (as defined herein), the Agent may also sell the Notes by any other method permitted by law, including but not limited to negotiated transactions, with the Company's consent. The Agent covenants and agrees that it shall not engage in a sale of Notes on the Company's behalf that would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act without the Company's prior written consent. Subject to the previous sentence, the Company acknowledges and agrees that in the event a sale of Notes on behalf of the Company would constitute a "distribution" within the meaning of Rule 100 of Regulation M under the Exchange Act or the Agent reasonably believes it may be deemed an "underwriter" under the 1933 Act in a transaction that is not deemed to be an "at the market" offering (as such term is defined in Rule 415 of the 1933 Act) and the Company consents to such sale, the Company will provide to the Agent, at the Agent's request and upon reasonable advance notice to the Company, on or prior to the Settlement Date (as defined below) for such transaction, the opinions of counsel, accountants' letters and officers' certificates pursuant to Section 6 hereof, each dated the Settlement Date, and such other documents and information as the Agent shall reasonably request. Solely with respect to such sales that would constitute a "distribution," the Agent shall use commercially reasonable efforts to assist the Company in obtaining performance of its obligations by each purchaser whose offer to purchase Notes has been solicited by the Agent and accepted by the Company.

Each time that the Company wishes to issue and sell Notes hereunder (each, a "**Placement**"), it will notify the Agent by email notice (or other method mutually agreed to in writing by the parties) containing the parameters in accordance with which it desires Notes to be sold, which shall at a

minimum include the principal amount of Notes to be issued and sold, including whether the Notes to be sold shall be comprised of 2024 Notes, the 2028 Notes or 2029 Notes or both, the time period during which sales are requested to be made, any limitation on the principal amount of Notes that may be sold in any one day and any minimum price below which sales may not be made and the compensation payable to the Agent (a "**Placement Notice**"), a form of which containing such minimum sales parameters necessary is attached hereto as Schedule I.

The Placement Notice shall originate from any of the individuals from the Company set forth on Schedule II (with a copy to each of the other individuals from the Company listed on such schedule), and shall be addressed to each of the individuals from the Agent set forth on Schedule II, as such Schedule II may be amended from time to time. If the Agent wishes to accept such proposed terms included in the Placement Notice (which it may decline to do so for any reason in its sole discretion) or, following discussion with the Company, wishes to propose modified terms, the Agent will, prior to 4:30 p.m. (New York City time) or, if later, within three hours after receipt of the Placement Notice, on the same Business Day on which such Placement Notice is delivered to the Agent, issue to the Company a notice by email (or other method mutually agreed to in writing by the parties) addressed to all of the individuals from the Company and the Agent set forth on Schedule II) accepting such terms (the "**Agent Acceptance**") or setting forth the terms that the Agent is willing to accept. Where the terms provided in the Placement Notice are proposed to be modified as provided for in the immediately preceding sentence, such terms will not be binding on the Company or the Agent until the Company delivers to the Agent an acceptance by email (or other method mutually agreed to in writing by the parties) of all of the terms of such Placement Notice, as proposed to be modified (the "**Company Acceptance**" and, whichever of it or the Agent Acceptance becomes effective, the "**Acceptance**"), which email or other communication shall be addressed to all of the individuals from the Company and the Agent set forth on Schedule II and must be delivered not later than 6:00 p.m. (New York City time) or, if later, within three hours after receipt of the modified terms proposed by the Agent, on the same Business Day. The Placement Notice shall be effective upon receipt by the Company of the Agent Acceptance or, if modified as provided above, upon receipt by the Agent of the Company Acceptance, as the case may be, unless and until (i) the entire principal amount of the Notes covered by the Acceptance have been sold, (ii) in accordance with the notice requirements set forth in Section 4(c), the Company suspends or terminates the Placement Notice, (iii) the Company issues a subsequent Placement Notice with parameters superseding those on the earlier dated Placement Notice, or (iv) the Agreement has been terminated under the provisions of Section 9. It is expressly acknowledged and agreed that neither the Company nor the Agent will have any obligation whatsoever with respect to a Placement unless and until the Company delivers a Placement Notice to the Agent and there occurs with respect thereto either (i) an Agent Acceptance or (ii) a Company Acceptance pursuant to the terms set forth above, and then only upon the terms specified in the relevant Acceptance and herein. In the event of a conflict between the terms of this Agreement and the terms of an Acceptance, the terms of the Acceptance will control. Subject to the terms and conditions hereof, upon the existence of an Acceptance, the Agent shall use its commercially reasonable efforts to sell as sales agent Notes designated in the Acceptance up to the amount specified, and otherwise in accordance with the terms of such Acceptance. The Company and the Agent each acknowledge and agree that (A) there can be no assurance that the Agent will be successful in selling Notes and (B) the Agent will incur no liability or obligation to the Company or any other person or entity if it does not sell Notes for any reason

other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Notes as required by this Agreement.

(b) Notwithstanding the foregoing, the Company shall not authorize the issuance and sale of, and the Agent as sales agent shall not be obligated to use its commercially reasonable efforts to sell, any Notes (i) at a price lower than the minimum price therefor authorized from time to time, or (ii) in a principal amount in excess of the principal amount of Notes authorized from time to time to be issued and sold under this Agreement, the BB&T Agreement and the Comerica Agreement, in each case, by the Board, or a duly authorized committee thereof, and as set forth in the applicable Acceptance. Notwithstanding anything to the contrary herein, the Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (i) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (ii) after six (6) months of the original issuance of the Notes, (A) the principal amount of the Notes, reduced by (B) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law).

(c) The Company or the Agent may, upon notice to the other party hereto by telephone (confirmed promptly by telecopy or email to all of the individuals of the other party set forth on Schedule II, which confirmation will be promptly acknowledged by the receiving party) suspend or refuse to undertake any sale of Notes designated in such Acceptance for any reason and at any time; *provided, however,* that such suspension or termination shall not affect or impair the parties' respective obligations with respect to Notes sold hereunder prior to the giving of such notice. Each of the parties hereto agrees that no such notice shall be effective against the other unless it originates from an individual named on Schedule II and is made to the individuals of the other party named on Schedule II hereto in accordance with this Section 4, as such Schedule may be amended from time to time.

(d) The gross sales price of any Notes sold pursuant to this Agreement by the Agent acting as sales agent of the Company shall be the market price prevailing at the time of sale for Notes sold by the Agent on the NYSE or otherwise, at prices relating to prevailing market prices or at negotiated prices. The compensation payable to the Agent for sales of Notes with respect to which the Agent acts as sales agent shall be equal to up to 2% of the gross sales price of the Notes sold pursuant to this Agreement, with the exact amount of such compensation to be mutually agreed upon by the Company and the Agent from time to time and as set forth in a Placement Notice. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental,

regulatory or self-regulatory organization in respect of such sales, shall constitute the net proceeds to the Company for such Notes (the "**Net Proceeds**"). The Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be required.

(e) The Agent shall provide written confirmation to the Company no later than the opening of the trading day on the NYSE following each trading day in which Notes are sold under this Agreement setting forth the principal amount of Notes sold on the preceding day, the sales price of each individual Note, the aggregate gross sales proceeds of the Notes, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such sales. For the avoidance of doubt, such written confirmation will be provided to the Company no later than the opening of trading on the immediately following trading day on the NYSE.

(f) Under no circumstances shall the aggregate principal amount of Notes sold pursuant to this Agreement exceed (i) the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes or the Maximum Amount of 2029 Notes, as applicable, (ii) the aggregate principal amount available for issuance under the Prospectus, (iii) the amount available for offer and sale under the then-currently effective Registration Statement or (iv) the aggregate principal amount authorized from time to time to be issued and sold under this Agreement, the BB&T Agreement and the Comerica Agreement by the Board, or a duly authorized committee thereof, and notified to the Agent in writing. In addition, under no circumstances shall any Notes with respect to which the Agent acts as sales agent be sold at a price lower than the minimum price therefor authorized from time to time by the Company's Board, or a duly authorized committee thereof, and notified to the Agent in writing as set forth in the applicable Placement Notice. If either party has reason to believe that the exemptive provisions set forth in Rule 101(c)(2) of Regulation M under the Exchange Act are not satisfied with respect to the Notes, it shall promptly notify the other party and sales of the Notes under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party.

(g) Settlement for sales of Notes pursuant to this Section 4 and made in accordance with the terms of the applicable Acceptance will occur on the third business day that is also a trading day for the NYSE (other than a day on which the NYSE is scheduled to close prior to its regular weekday closing time) following the trade date on which such sales are made, unless another date shall be agreed to by the Company and the Agent (each such day, a "**Settlement Date**"). On each Settlement Date, the Notes sold through the Agent for settlement on such date shall be delivered by the Company or the Trustee, as applicable, to the Agent against payment of the Net Proceeds from the sale of such Notes. Settlement for all Notes shall be effected by book-entry delivery of Notes to the applicable Agent's account at The Depository Trust Company or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradable, transferable, registered Notes in good deliverable form, in each case against payments by the Agent of the Net Proceeds from the sale of such Notes in same day funds delivered to an account designated by the Company. If the Company or the Trustee, as applicable, shall default on its obligation to deliver Notes on any Settlement Date, the Company shall (i) indemnify and hold each Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (ii) pay the Agent any commission to which it would otherwise be entitled absent such default.

(h) At each Applicable Time, each Settlement Date and each Representation Date (as such term is defined in Section 6(n) herein), the Company, the Adviser and the Administrator shall be deemed to have affirmed each representation and warranty contained in this Agreement. The obligation of the Agent to use its commercially reasonable efforts to sell the Notes on behalf of the Company as sales agent shall be subject to the continuing accuracy of the representations and warranties of the Company herein, to the performance by the Company of its obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 4 of this Agreement.

(i) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Notes pursuant to this Agreement shall only be effected by or through only one of Agent, BB&T or Comerica on any single given day as determined by the Company, but in no event by more than one of them, and the Company shall in no event request that more than one of Agent, BB&T or Comerica sell Notes on the same day.

(j) Except as may be mutually agreed by the Company and the Agent the Company and the Agent agree that no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, (i) with respect to the Company's quarterly filings on Form 10-Q, during any period commencing upon the 30th day following the end of each fiscal quarter and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated financial information as of the end of the Company's most recent quarterly period (the "**10-Q Filing**") and (ii) with respect to the Company's annual report filings on Form 10-K, during any period commencing upon the 50th day following the end of the Company's fiscal year and ending on the date on which the Company files with the Commission a Prospectus Supplement under Rule 497 relating to the Notes that includes updated audited financial information as of the end of the Company's most recent fiscal year (the "**10-K Filing**") (each of a 10-Q Filing and/or a 10-K Filing shall also be referred to herein as a "**Quarterly 497 Filing**"). To the extent the Company releases its earnings for its most recent quarterly period or fiscal year, as applicable (an "**Earnings Release**") before it files with the Commission its quarterly report on Form 10-Q for such quarterly period or annual report on Form 10-K for such fiscal year, as applicable, then the Agent and the Company agree that no sales of Notes shall take place for the period beginning on the date of the Earnings Release and ending on the date of the applicable Quarterly 497 Filing. Notwithstanding the foregoing, without the prior written consent of each of the Company and the Agent, no sales of Notes shall take place, and the Company shall not request the sale of any Notes that would be sold, and the Agent shall not be obligated to sell, during any period in which the Company is in possession of material non-public information.

5. Expenses. The Company agrees to pay the reasonable costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), and the Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement and the Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering

and sale of the Notes; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Notes; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all closing documents printed (or reproduced) and delivered in connection with the offering of the Notes; (v) the registration of the Notes under the Exchange Act and the listing of the Notes on the NYSE; (vi) any registration or qualification of the Notes for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Agent relating to such registration and qualification); (vii) any filings required to be made with FINRA (including filing fees and the reasonable fees and expenses of counsel for the Agent relating to such filings); (viii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (ix) the reasonable fees and expenses of the Agent and one counsel for the Agent, BB&T and Comerica (provided that the reasonable fees and expenses of such counsel shall not exceed (a) an aggregate of $40,000 in connection with the preparation of this Agreement, the BB&T Agreement and the Comerica Agreement and the preparation and filing of the Prospectus pursuant to which sales of Notes will be made and (b) an aggregate of $15,000 on a quarterly basis thereafter in connection with this Agreement, the BB&T Agreement and the Comerica Agreement, collectively); (x) the cost and charges of the Trustee and any transfer agent, registrar or dividend disbursing agent; (xi) all fees and expenses in connection with obtaining and maintaining ratings for the Notes; and (xii) all other costs and expenses incident to the performance by the Company of its obligations hereunder. For the avoidance of doubt, the Company may refuse to approve fees and expenses of the Agent (or its counsel) if the Company determines, in its reasonable discretion, that such fees and expenses of the Agent (or its counsel) are not reasonable, in which case the Agent shall bear such fees and/or expenses.

6. Agreements of the Company. The Company agrees with the Agent that:

(a) The Company, subject to Section 6(a)(ii), will comply with the requirements of Rule 497, and will notify the Agent as soon as practicable, and, in the cases of Sections 6(a)(ii)-(iv), confirm the notice in writing, (i) when, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any post-effective amendment to the Registration Statement shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed in relation to the Notes, (ii) of the receipt of any comments from the Commission relating to the Registration Statement, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information in each case in relation to the Notes, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 497 and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 497 was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order suspending the effectiveness of the Registration Statement pursuant to Section 8(d) of the 1933 Act, and, if any such stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) The Company will give the Agent notice of its intention to file or prepare any amendment to the Registration Statement, or any supplement or revision to either the Base Prospectus included in the Registration Statement at the time a post-effective amendment thereto most recently became effective or to the Prospectus Supplement, and will furnish the Agent with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will, in good faith, consider any reasonable comments of the Agent or Agent's counsel.

(c) If, at any time when a prospectus relating to the Notes is required to be delivered under the 1933 Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Prospectus to comply with the 1933 Act, the Trust Indenture Act or the Exchange Act, in each case in relation to the Notes including in connection with use or delivery of the Prospectus, the Company promptly will (i) notify the Agent of any such event so that any use of the Prospectus may cease or be suspended until it is amended or supplemented or it otherwise complies with the 1933 Act, the Trust Indenture Act or the Exchange Act, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 6, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its commercially reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus and (iv) supply any supplemented Prospectus to the Agent in such quantities as the Agent may reasonably request.

(d) As soon as practicable after furnishing with the Commission, the Company will make generally available to its security holders and to the Agent an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the 1933 Act and Rule 158.

(e) The Company will furnish to the Agent, without charge, so long as delivery of a prospectus by the Agent or dealer may be required by the 1933 Act, as many copies of the Prospectus and any supplement thereto as the Agent may reasonably request. Except as otherwise described herein, the Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Company will arrange, if necessary, for the qualification of the Notes for sale under the laws of such states and jurisdictions as the Agent may designate and the Company agrees to and will maintain such qualifications in effect so long as required to complete the distribution and sale of the Notes; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Notes, in any jurisdiction where it is not now so subject.

(g) The Company will use the Net Proceeds in the manner specified in the Prospectus under "Use of Proceeds."

(h) The Company will use its commercially reasonable best efforts to effect the listing of the Notes on the New York Stock Exchange and maintain the listing of the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes on the New York Stock Exchange.

(i) The Company, during the period when the Prospectus is required to be delivered under the 1933 Act or the Exchange Act, will file all documents required to be filed with the Commission pursuant to the 1940 Act and the Exchange Act within the time periods required by the 1940 Act and the Exchange Act and the rules and regulations of the Commission thereunder, respectively.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Notes, except as may be allowed by law.

(k) In connection with the offering and sale of the Notes, the Company will file with the NYSE and NASDAQ all documents and notices, and make all certifications, required of companies that have securities that are listed on the NYSE and NASDAQ and will maintain such listing.

(l) The Company will cooperate with any reasonable due diligence review conducted by the Agent (or its counsel or other representatives), including, without limitation, providing information and making available documents and senior corporate officers, as the Agent may reasonably request; *provided, however*, that the Company shall be required to make available documents and senior corporate officers only (i) at the Company's principal offices and (ii) during the Company's ordinary business hours. The parties acknowledge that the due diligence review contemplated by this Section 6(l) will include, without limitation, during the term of this Agreement a quarterly diligence conference to occur within five Business Days after each Quarterly 497 Filing whereby the Company will make its senior corporate officers available to address diligence inquiries of the Agent and will provide such additional information and documents as the Agent may reasonably request.

(m) The Company agrees that on such dates as the 1933 Act shall require, the Company will file a Prospectus Supplement with the Commission pursuant to Rule 497 under the 1933 Act, or otherwise include in a filed annual report on Form 10-K or quarterly report on Form 10-Q, which Prospectus Supplement, Form 10-K or Form 10-Q, as applicable, will set forth, within the relevant quarterly or other period, the principal amount of Notes sold through the Agent, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such Notes. To the extent the information set forth in this Section 6(m) is filed in a Prospectus Supplement, the Company agrees to deliver such number of copies of each such Prospectus Supplement to each exchange or market on which such sales were effected as may be required by the rules or regulations of such exchange or market.

(n) Upon the commencement of the offering of Notes under this Agreement and each time the Company files a Prospectus relating to the Notes or amends or supplements the Registration Statement or the Prospectus relating to the Notes, in connection with a Quarterly 497 Filing or

otherwise, (other than a prospectus supplement filed in accordance with Section 6(m) of this Agreement) by means of a post−effective amendment, sticker, or supplement (each such event shall be deemed a "**Representation Date**"), the Company and the Adviser shall each furnish the Agent with a certificate, in the form attached hereto as Exhibit 6(n). The requirement to provide a certificate under this Section 6(n) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with a certificate under this Section 6(n), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a certificate, in the form attached hereto as Exhibit 6(n).

(o) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent (i) a written opinion of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Company, or of such other law firm who may be counsel for the Company from time to time, (the "**Company Counsel**") and (ii) a written opinion of the Counsel of the Company ("**Counsel**"), each dated the commencement of the offering of Notes hereunder in substantially the forms attached hereto as Exhibit 6(o)(1) and Exhibit 6(o)(2), respectively. Thereafter, within five Business Days after each Representation Date, the Company shall cause to be furnished to the Agent (i) a written opinion of Company Counsel and (ii) a written opinion of Counsel, in substantially the forms attached hereto as Exhibit 6(o)(3) and Exhibit 6(o)(4), respectively, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented. Notwithstanding the foregoing, the requirement to provide such opinions shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with an opinion from Company Counsel under this Section 6(o), then before the Agent resumes sales of any Notes, the Company shall cause to be furnished to the Agent the opinions of Company Counsel and Counsel contemplated in this Section 6(o).

(p) Upon the commencement of the offering of Notes under this Agreement, the Company shall cause to be furnished to the Agent a written opinion of Venable LLP, Maryland counsel for the Company ("**Maryland Counsel**"), dated the commencement of the offering of Notes hereunder, in substantially the form attached hereto as Exhibit 6(p).

(q) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after the end of each fiscal quarter, or any period in which the Prospectus relating to the Notes is required to be delivered by the Agent, each time that the Registration Statement is amended or the Prospectus supplemented to include additional amended financial information, the Company shall cause its independent accountants to furnish the Agent letters, dated the commencement of the offering of Notes hereunder or the date of each Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, (i) confirming that they are independent public accountants within the meaning of the 1933 Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of such date, the conclusions and

findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings (the "**Comfort Letter**"). The requirement to provide a Comfort Letter under this Section 6(p) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with a Comfort Letter under this Section 6(p), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with a Comfort Letter.

(r) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, the Company and the Adviser shall each furnish the Agent with a certificate of its Secretary, in form and substance reasonably satisfactory to the Agent. The requirement to provide certificates under this Section 6(r) shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not provide the Agent with the certificates under this Section 6(r), then before the Agent resumes sales of any Notes, the Company shall provide the Agent with such certificates.

(s) Upon the commencement of the offering of Notes under this Agreement and thereafter within five Business Days after each Representation Date, Troutman Sanders LLP, counsel for the Agent shall furnish to the Agent a written opinion ("**Agent Counsel**"), dated the commencement of the offering of Notes hereunder, or the Representation Date, as applicable, in form and substance reasonably satisfactory to the Agent, but modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; *provided, however,* that in lieu of such opinion, counsel may furnish the Agent with a letter to the effect that the Agent may rely on a prior opinion delivered under this Section 6(s) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date). The Company agrees to furnish to Agent Counsel such documents as they may reasonably request for the purpose of enabling them to deliver their opinion under this Section 6(s). Notwithstanding the foregoing, the requirement to provide such opinion shall be waived for any Representation Date occurring during a fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. In the event the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and Agent Counsel did not provide the Agent with its opinion under this Section 6(s), then before the Agent resumes sales of any Notes, Agent Counsel shall furnish to the Agent its opinion contemplated in this Section 6(s).

(t) At each Representation Date, the Company will conduct a due diligence session, in form and substance reasonably satisfactory to the Agent, which shall include representatives of the management and the accountants of the Company. The requirement to conduct due diligence sessions under this Section 6(t) shall be waived for any Representation Date occurring during a

fiscal quarter during which the Company does not intend to sell Notes prior to the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to sell Notes following a Representation Date when the Company relied on such waiver and did not conduct a due diligence session under this Section 6(t), then before the Agent resumes sales of any Notes, the Company shall conduct a due diligence session as contemplated in this Section 6(t).

(u) Except by means of the Prospectus or as otherwise agreed by the parties, the Company (including its agents and representatives, other than the Agent in its capacity as such) will not make, use, prepare, authorize, approve or refer to any written communication (as defined in Rule 405 under the 1933 Act and including without limitation any (i) advertisement as defined in Rule 482 under the 1933 Act and (ii) Sales Material), required to be filed with the Commission, that constitutes an offer to sell or solicitation of an offer to buy Notes hereunder.

(v) The Company will comply with all requirements imposed upon it by the 1933 Act, the 1940 Act and the Exchange Act as from time to time in force, so far as necessary to permit the continuance of sales of, or dealings in, the Notes as contemplated by the provisions hereof and the Prospectus.

(w) The Company will not, without (i) giving the Agent at least two business days' prior written notice specifying the nature of the proposed sale and the date of such proposed sale and (ii) the Agent suspending activity under this program for such period of time as requested by the Company as part of such prior written notice or as deemed appropriate by the Agent in light of the proposed sale, directly or indirectly, offer, pledge, sell, contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any senior unsecured debt securities issued or guaranteed by the Company or any securities convertible into or exercisable or exchangeable for senior unsecured debt securities issued or guaranteed by the Company or file any registration statement under the 1933 Act with respect to any of the foregoing. The foregoing sentence shall not apply to (i) the registration and sale of the Notes to be sold hereunder through the Agent, pursuant to the BB&T Agreement through BB&T or pursuant to the Comerica Agreement through Comerica and (ii) the offer and sale of the Company's InterNotes® to be issued pursuant to that certain Seventh Amended and Restated Selling Agent Agreement dated as of November 9, 2018 between the Company, the Adviser, the Administrator and the agents named therein, as such agreement may be amended from time to time.

(x) Other than the BB&T Agreement and the Comerica Agreement, during the term of this Agreement, the Company will not enter into another agreement for an "at the market" offering with respect to the Company's debt securities with any other party, other than the Agent.

(y) The Company acknowledges and agrees that the Agent has informed the Company that the Agent may, to the extent permitted under the 1933 Act and the Exchange Act, purchase and sell Notes for its own account at the same time as Notes are being sold by the Company pursuant to this Agreement.

(z) The Company will notify the Agent as soon as practicable, and confirm such notice in writing, of any change in the rating assigned by any nationally recognized statistical rating organization, as such term is defined in Section 3 of the 1934 Act, to any debt securities of the

Company (including the Notes) or the Company's revolving credit facility, or the public announcement by any nationally recognized statistical rating organization that it has under surveillance or review, with possible negative implications, its rating of any such debt securities (including the Notes) or the Company's revolving credit facility, or the withdrawal by any nationally recognized statistical rating organization of its rating of any such debt securities (including the Notes) or the Company's revolving credit facility.

7. Conditions to the Agent's Obligations. The obligations of the Agent hereunder shall be subject to the continuing accuracy and completeness of the representations and warranties made by the Company, the Adviser and the Administrator herein, to the due performance by the Company of its obligations hereunder, and to the continuing satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

(a) The Registration Statement shall have become effective and shall be available for the sale of all Notes to be issued and sold hereunder.

(b) None of the following events shall have occurred and be continuing: (i) receipt by the Company of any request for additional information from the Commission or any other federal or state governmental authority during the period of effectiveness of the Registration Statement, the response to which would require any amendments or supplements to the Registration Statement or the Prospectus relating to or affecting the Notes; (ii) the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of or preventing the use of, the Registration Statement or the Prospectus or the initiation of any proceedings for that purpose, including any notice objecting to the use of the Registration Statement or order pursuant to Section 8(e) of the 1940 Act having been issued and proceedings therefor initiated, or to the knowledge of the Company, threatened by the Commission; (iii) receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; (iv) the occurrence of any event that makes any statement made in the Registration Statement or the Prospectus untrue in any material respect or that requires the making of any changes in the Registration Statement or Prospectus so that, in the case of the Registration Statement, it will 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 not misleading and, that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate.

(c) There shall not have been any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus (after giving effect to any amendment or supplement thereto) the effect of which, is, in the reasonable judgment of the Agent, so material and adverse as to make it impractical or inadvisable

to proceed with the offering or delivery of the Notes as contemplated by the Registration Statement (after giving effect to any amendment thereof) and the Prospectus Supplement (after giving effect to any amendment or supplement thereto).

(d) The Agent shall have received the opinions of Company Counsel and Counsel required to be delivered pursuant Section 6(o) on or before the date on which such delivery of such opinions is required pursuant to Section 6(o).

(e) The Agent shall have received the opinion of Maryland Counsel required to be delivered pursuant Section 6(p) on or before the date on which such delivery of such opinion is required pursuant to Section 6(p).

(f) The Agent shall have received the Comfort Letter required to be delivered pursuant Section 6(q) on or before the date on which such delivery of such letter is required pursuant to Section 6(q).

(g) The Agent shall have received the certificates required to be delivered pursuant to Section 6(n) and Section 6(r) on or before the date on which delivery of such certificate is required pursuant to Section 6(n) and Section 6(r), respectively.

(h) The Agent shall have received the opinion of Agent Counsel required to be delivered pursuant Section 6(s) on or before the date on which such delivery of such opinion is required pursuant to Section 6(s).

(i) The Notes shall either have been (i) approved for listing on the NYSE or (ii) the Company shall have submitted to the NYSE a Supplemental Listing Application for listing of the Notes on the NYSE at, or prior to, the issuance of any Placement Notice.

(j) Trading in the 2024 Notes, the 2028 Notes, the 2029 Notes or the Notes shall not have been suspended on the NYSE.

(k) The Notes shall be rated at least BBB- by Standard & Poor's Ratings Services and at least BBB by Kroll Bond Rating Agency, Inc.

(l) On or after each Applicable Time and each Settlement Date (i) no downgrading shall have occurred in the rating accorded to the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and the Notes) by any "nationally recognized statistical rating organization", as that term is defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities (including the 2024 Notes, the 2028 Notes, the 2029 Notes and Notes).

(m) All filings with the Commission required by Rule 497 under the 1933 Act to have been filed prior to the sale of Notes hereunder shall have been made within the applicable time period prescribed for such filing by Rule 497.

(n) FINRA shall have confirmed that it has no objection with respect to the fairness and reasonableness of the placement terms and arrangements set forth herein.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless the Agent and its affiliates (within the meaning of Rule 405 under the 1933 Act) who are acting as agents of the Agent, the directors, officers, employees and agents of the Agent and each person who controls the Agent within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the 1933 Act, the Exchange Act, the 1940 Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Sales Material or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Agent specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have. Any indemnification by the Company pursuant to this Agreement shall be subject to the requirements and limitations of Section 17(a) of the 1940 Act.

(a) The Agent agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the 1933 Act, the Exchange Act or the 1940 Act, to the same extent as the foregoing indemnity from the Company to the Agent, but only with reference to written information relating to the Agent furnished to the Company by or on behalf of the Agent specifically for inclusion in the documents referred to in the foregoing indemnity. The Agent agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any loss, claim, damage, liability or action to which they are entitled to indemnification pursuant to this Section 8(b). This indemnity agreement will be in addition to any liability which the Agent may otherwise have.

(b) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's

choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); *provided, however*, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(c) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Agent severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "**Losses**") to which the Company and the Agent may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Agent on the other from the offering of the Notes; *provided, however*, that in no case shall the Agent be responsible for any amount in excess of the total commissions received by the Agent pursuant to Section 2(d) hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Agent shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Agent on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Agent shall be deemed to be equal to the total commissions received by the Agent pursuant to Section 2(d). Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Agent on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent

such untrue statement or omission. The Company and the Agent agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls the Agent within the meaning of either the 1933 Act or the Exchange Act and each director, officer, employee and agent of the Agent shall have the same rights to contribution as the Agent, and each person who controls the Company within the meaning of either the 1933 Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Termination.

(a) The Company shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(b) The Agent shall have the right, by giving notice as hereinafter specified to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(c) Unless earlier terminated pursuant to this Section 9, this Agreement shall automatically terminate upon the issuance and sale of Notes equal to the Maximum Amount of 2024 Notes, the Maximum Amount of 2028 Notes and the Maximum Amount of 2029 Notes through the Agent, BB&T and Comerica on the terms and subject to the conditions set forth herein except that the provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 hereof shall remain in full force and effect notwithstanding such termination.

(d) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 9(a), (b) or (c) above or otherwise by mutual agreement of the parties; *provided, however*, that any such termination by mutual agreement shall in all cases be deemed to provide that Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall remain in full force and effect.

(e) Except as otherwise provided in Sections 9(a) and 9(b), any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided, however*, that such termination shall not be effective until the close of business on the date of receipt of such notice by the Agent or the Company, as the case may be. If such termination shall occur on or after a trade date and prior to the Settlement Date for any sale of Notes, such Notes shall settle in accordance with the provisions of this Agreement.

10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Agent or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Notes. The provisions of Section 5, Section 8, Section 10, Section 13, Section 15 and Section 16 shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Agent, will be mailed, delivered, telefaxed or e-mailed to B. Riley FBR, Inc., 299 Park Avenue, 7th Floor, New York, New York; Attention: General Counsel; e-mail: atmdesk@brileyfbr.com and Troutman Sanders LLP, 1001 Haxall Point, Richmond, Virginia 23218, fax no. (804) 698-5185, Attention: Michael T. Damgard; or, if sent to the Company, the Adviser or the Administrator, will be mailed, delivered or telefaxed to it at (212) 448-9652 and confirmed to it at Prospect Capital Corporation, 10 East 40th Street, New York, New York 10016; Attention: Sean Dailey.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

13. No Fiduciary Duty. The Company hereby acknowledges that (a) the offering and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Agent and any affiliate through which it may be acting, on the other, (b) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters), and (c) the Company's engagement of the Agent in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Agent with respect to the subject matter hereof, including, without limitation, the Original Agreement and the Amended and Restated Agreement.

15. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

16. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

18. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof

19. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

20. No Joint Venture. The Company, the Adviser, the Administrator and the Agent expressly acknowledge, understand and agree that the Agent, BB&T and Comerica are not, and shall not be deemed for any purpose, to be acting as an agent, joint venture or partner of one another and that neither the Agent, BB&T nor Comerica assumes responsibility or liability, express or implied, for any actions or omissions of, or the performance of services by, the Agent, BB&T or Comerica, respectively, in connection with the offering of the Notes pursuant to this Agreement, the BB&T Agreement or the Comerica Agreement, or otherwise. The obligations of the Agent hereunder, of BB&T under the BB&T Agreement and of Comerica under the Comerica Agreement shall be several and not joint.

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"1933 Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"1940 Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder.

"Applicable Time" shall mean the time of each sale of the applicable Notes pursuant to this Agreement.

"Board" shall mean the Board of Directors of the Company.

"Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which national banking institutions are generally authorized or obligated by law or executive order to close.

"Commission" shall mean the Securities and Exchange Commission.

"Consolidated Holding Companies" shall mean APH Property Holdings, LLC, Arctic Oilfield Equipment USA, Inc., CCPI Holdings Inc., CP Holdings of Delaware LLC, Credit Central Holdings of Delaware, LLC, Energy Solutions Holdings Inc., First Tower Holdings of Delaware LLC, Harbortouch Holdings of Delaware Inc., MITY Holdings of Delaware Inc., Nationwide Acceptance Holdings LLC, NMMB Holdings, Inc., NPH Property Holdings, LLC, STI Holding, Inc., UPH Property Holdings, LLC, Valley Electric Holdings I, Inc., Valley Electric Holdings II, Inc. and Wolf Energy Holdings Inc.

"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Rule 158" refers to such rule under the 1933 Act.

**[Remainder of Page Intentionally Blank]**

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Adviser, the Administrator and the Agent.

Very truly yours,

**Prospect Capital Corporation**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Chairman and Chief Executive Officer

**Prospect Capital Management L.P.**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Manager

**Prospect Administration LLC**

By: /s/ John F. Barry III
Name: John F. Barry III
Title: Authorized Signatory

The foregoing Agreement is
hereby confirmed and accepted
as of the date first-written above.

**B. RILEY FBR, INC.**

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Co-Head, Investment Banking

**SCHEDULE I**

**FORM OF PLACEMENT NOTICE**

From: [ ]
Cc: [ ]
To: [ ]
Subject: Second Amended and Restated Debt Distribution Agreement - Placement Notice

Gentlemen:

Pursuant to the terms and subject to the conditions contained in the Second Amended and Restated Debt Distribution Agreement between Prospect Capital Corporation (the "Company"), Prospect Capital Management L.P., Prospect Administration LLC, and B. Riley FBR, Inc. (the "Agent") dated February 7, 2019 (the "Agreement"), I hereby request on behalf of the Company that the Agent sell [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2024 (the "2024 Notes"), at a minimum market price of $_____ per 2024 Note,] [up to $_____ aggregate principal amount of the Company's 6.25% Notes due 2028 (the "2028 Notes"), at a minimum market price of $_____ per 2028 Note] [up to $_____ aggregate principal amount of the Company's 6.875% Notes due 2029 (the "2029 Notes" and collectively with the 2024 Notes and the 2028 Notes, the "Notes")], at a minimum market price of $_____ per 2029 Note.]

The Company shall not request the Agent to sell, and the Agent shall not sell, Notes at a purchase price that, after being reduced by the amount of any pre-issuance accrued interest on the Notes from the immediately preceding interest payment date to the date of issuance of the Notes, is lower than the Minimum Fungibility Price. For purposes hereof, the "**Minimum Fungibility Price**" means an amount equal to (1) for an issuance of the Notes occurring within six (6) months of the original issuance of the Notes, a price that produces a yield on the Notes no greater than 110% of the yield of the original issuance of the Notes (i.e., 110% of the coupon rate of the Notes) or (2) for an issuance of the Notes occurring after six (6) months of the original issuance of the Notes, (a) the principal amount of the Notes, reduced by (b) the product of one-fourth of 1% (0.25%) of the principal amount multiplied by the number of complete years to maturity from the date of issuance of the Notes. For the avoidance of doubt, the Minimum Fungibility Price is intended to be a price that permits the issuance of the Notes to be treated as part of a "qualified reopening" of the original issuance of the Notes within the meaning of Treasury Regulation section 1.1275-2(k) and shall be interpreted in a manner consistent therewith (and shall be revised as necessary to reflect any applicable change in law).

The time period during which sales are requested to be made shall be _____.

[No more than $_____ principal amount of Notes may be sold in any one trading day.]

[Commission payable to Agent]

ADDITIONAL SALES PARAMETERS MAY BE ADDED, SUCH AS SPECIFIC DATES THE NOTES MAY NOT BE SOLD ON, AND/OR THE MANNER IN WHICH SALES ARE TO BE MADE BY THE AGENT.

THE COMPANY MAY CANCEL THIS PLACEMENT NOTICE AT ANY TIME IN ITS SOLE DISCRETION SUBJECT TO THE PROVISIONS OF SECTION 4(b) OF THE AGREEMENT.

**SCHEDULE II**

**B. RILEY FBR, INC.**

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# Section 6: EX-99.(L)(5) (EXHIBIT 99.(L)(5))

**Exhibit (l)(5)**

[Letterhead of Venable LLP]

February 7, 2019

Prospect Capital Corporation
10 East 40th Street, 44th Floor
New York, New York 10016

Re: Registration Statement on Form N-2 (File No. 333-227124)

Ladies and Gentlemen:

We have served as Maryland counsel to Prospect Capital Corporation, a Maryland corporation (the "Company") and a business development company under the Investment Company Act of 1940, as amended (the "1940 Act"), in connection with certain matters of Maryland law arising out of the registration by the Company of up to $100,000,000 aggregate principal amount of the Company's 6.875% Senior Notes due 2029 (the "Notes"), covered by the above-referenced Registration Statement, and all amendments thereto (the "Registration Statement"), filed by the Company with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "1933 Act").

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement;

2. The Prospectus, dated October 31, 2018, as supplemented by the Prospectus Supplement, dated February 7, 2019, filed by the Company with the Commission pursuant to Rule 497 under the 1933 Act;

3. The charter of the Company, certified by the State Department of Assessments and Taxation of Maryland (the "SDAT");

4. The Bylaws of the Company, certified as of the date hereof by an officer of the Company;

5. A certificate of the SDAT as to the good standing of the Company, dated as of a recent date;

6. Resolutions adopted by the Board of Directors of the Company relating to, among other matters, (a) the authorization of the issuance of the Notes (b) the delegation to certain officers of the Company of the power to authorize the issuance of certain Notes, and (c) the execution, delivery and performance by the Company of the Note Documents (as defined herein), certified as of the date hereof by an officer of the Company;

7. The Indenture, dated as of February 16, 2012 (the "Base Indenture"), between the Company and U.S. Bank National Association (the "Trustee"), as successor to American Stock Transfer & Trust Company, as trustee, as supplemented by the Supplemental Indentures, dated as of December 5, 2018 and February 7, 2019 (the "Supplements" and, together with the Base Indenture, the "Indenture"), between the Company and the Trustee;

8. A form of note representing the Notes (the "Note" and, together with the Indenture, the "Note Documents");

9. The Second Amended and Restated Debt Distribution Agreements, each dated as of February 7, 2019 (collectively, the "AR Distribution Agreements"), by and between the Company, Prospect Capital Management L.P., a Delaware limited partnership (the "Adviser"), Prospect Administration LLC, a Delaware limited liability company (the "Administrator"), and each of B. Riley FBR, Inc. and BB&T Capital Markets, a division of BB&T Securities, LLC;

10. The Amended and Restated Debt Distribution Agreement, dated as of February 7, 2019 (the "Distribution Agreement" and, together with the AR Distribution Agreements, the "Debt Distribution Agreements"), by and between the Company, the Adviser, the Administrator and Comerica Securities, Inc.;

10. A certificate executed by an officer of the Company, dated as of the date hereof; and

11. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or any other person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. Prior to the issuance of any Notes, a duly authorized officer or officers of the Company will (a) authorize the issuance of the Notes to be issued in accordance with the Resolutions and the Debt Distribution Agreements and (b) execute and deliver the Note representing the Notes to be issued in accordance with the Resolutions and the Debt Distribution Agreements (such actions referred to herein as the "Corporate Proceedings").

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The execution and delivery by the Company of the Indenture, and the performance by the Company of its obligations thereunder, have been duly authorized by the Company. Upon the completion of the Corporate Proceedings related thereto, the issuance of the Notes will have been duly authorized by the Company.

3. The Indenture has been duly executed and delivered by the Company.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to compliance with the 1940 Act or other federal securities laws, or state securities laws, including the securities laws of the State of Maryland. We note that the Note Documents are governed by the laws of the State of New York. To the extent that any matter as to which our opinion is expressed herein would be governed by the laws of any jurisdiction other than the State of Maryland, we do not express any opinion on such matter. The opinion expressed herein is subject to the effect of judicial decisions which may permit the introduction of parol evidence to modify the terms or the interpretation of agreements.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Company's Current Report on Form 8-K (the "Current Report"), which is incorporated by reference in the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Current Report and the said incorporation by reference and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ Venable LLP

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# Section 7: EX-99.(L)(6) (EXHIBIT 99.(L)(6))

**Exhibit (l)(6)**

[Letterhead of Skadden, Arps, Slate, Meagher & Flom LLP]

February 7, 2019

Prospect Capital Corporation
10 East 40th Street, 42nd Floor
New York, NY 10016

Re: Prospect Capital Corporation 6.875% Notes due 2029

Ladies and Gentlemen:

We have acted as special New York counsel to Prospect Capital Corporation, a Maryland corporation (the "Company"), in connection with the issuance and sale by the Company from time to time of up to $100,000,000 in the aggregate principal amount of the Company's 6.875% Notes due 2029 (the "Securities") to be issued under the Indenture, dated as of February 16, 2012 (the "Indenture"), between the Company and American Stock Transfer & Trust Company, LLC, as trustee (the "Original Trustee"), as amended by the Agreement of Resignation, Appointment and Acceptance, dated as of March 12, 2012, by and among the Company, the Original Trustee and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a supplemental indenture, dated as of February 7, 2019 (the "Supplemental Indenture"). The Securities are to be sold by the Company pursuant to (i) the Second Amended and Restated Debt Distribution Agreement, dated February 7, 2019, by and among B. Riley FBR, Inc., as agent ("B. Riley"), the Company, Prospect Capital Management L.P., a Delaware limited partnership (the "Adviser"), and Prospect Administration LLC, a Delaware limited liability company (the "Administrator" and, together with the Company and the Adviser, the "Prospect Parties") (the "B. Riley Debt Distribution Agreement"), (ii) the Second Amended and Restated Debt Distribution Agreement, dated February 7, 2019, by and among BB&T Capital Markets, a division of BB&T Securities, LLC, as agent ("BB&T") and the Prospect Parties (the "BB&T Debt Distribution Agreement"), and (iii) the Amended and Restated Debt Distribution Agreement, dated February 7, 2019, by and among Comerica Securities, Inc., as agent ("Comerica" and, together with B. Riley and BB&T, the "Agents") and the Prospect Parties (the

"Comerica Debt Distribution Agreement" and, together with the B. Riley Debt Distribution Agreement and the BB&T Debt Distribution Agreement, the "Debt Distribution Agreements").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the registration statement on Form N-2 (File No. 333-227124) of the Company relating to debt securities and other securities of the Company filed on August 31, 2018 with the Securities and Exchange Commission (the "Commission") under the Securities Act, allowing for delayed offerings pursuant to Rule 415 of the General Rules and Regulations under the Securities Act (the "Rules and Regulations"), Pre-Effective Amendments No. 1 and No. 2 thereto and Post-Effective Amendments No. 1 through No. 13 thereto, including the information deemed to be a part of the registration statement pursuant to Rule 430B of the Rules and Regulations and the Notice of Effectiveness of the Commission posted on its website declaring such registration statement effective on October 31, 2018 (such registration statement, as so amended, being hereinafter referred to as the "Registration Statement");

(b) the prospectus, dated October 31, 2018 (the "Base Prospectus"), which forms a part of and is included in the Registration Statement;

(c) the prospectus supplement, dated February 7, 2019 (together with the Base Prospectus, the "Prospectus"), relating to the offering of the Securities, in the form filed with the Commission pursuant to Rule 497(e) of the Rules and Regulations;

(d) executed copies of the Debt Distribution Agreements;

(e) an executed copy of the Indenture;

(f) an executed copy of the Supplemental Indenture;

(g) the form of certificate to evidence the Securities (the "Securities Certificate") in the form attached to the Supplemental Indenture; and

(h) an executed copy of a certificate of Kristin L. Van Dask, Secretary of the Company, dated February 7, 2019 (the "Secretary's Certificate").

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of

the Company and others, and

such other documents as we have deemed necessary or appropriate as a basis for the opinion stated below.

In our examination, we have assumed the genuineness of all signatures, including endorsements, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinion stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including those in the Secretary's Certificate and the factual representations and warranties contained in the Debt Distribution Agreements.

We do not express any opinion with respect to the laws of any jurisdiction other than the laws of the State of New York ("Opined on Law").

As used herein, "Transaction Agreements" means the Debt Distribution Agreements, the Indenture, the Supplemental Indenture and the Securities Certificate.

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that, with respect to the Securities Certificate, when (a) the applicable Transaction Agreements shall have been duly authorized, executed and delivered by the Company and the other parties thereto, (b) the terms of the applicable Transaction Agreements and the issuance and sale of the Securities have been duly established in conformity with the articles of amendment and restatement of the Company so as not to violate any applicable law, the articles of amendment and restatement of the Company or the bylaws of the Company, or result in a default under or breach of any agreement or instrument binding upon the Company, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company, (c) the issuance, sale and terms of the Securities and related matters have been approved and established in conformity with the applicable Transaction Agreements and (d) the Securities Certificate has been issued in a form that complies with the provisions of the applicable Transaction Agreements and have been duly executed and delivered by duly authorized officers of the Company and duly authenticated by the Trustee, all in accordance with the provisions of the Indenture, the Supplemental Indenture and any other applicable Transaction Agreement and issued and sold or otherwise distributed in accordance with the provisions of the applicable Transaction Agreement upon payment of the agreed-upon consideration therefor, the Securities Certificate will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms under the laws of the State of New York.

The opinion stated herein is subject to the following qualifications:

(a) the opinion stated herein is limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws affecting creditors' rights generally, and by general principles of equity (regardless of whether enforcement is sought in equity or at law);

(b) we do not express any opinion with respect to any law, rule or regulation that is applicable to any party to any of the Transaction Agreements or the transactions contemplated thereby solely because such law, rule or regulation is part of a regulatory regime applicable to any such party or any of its affiliates as a result of the specific assets or business operations of such party or such affiliates;

(c) except to the extent expressly stated in the opinion contained herein, we have assumed that each of the Transaction Agreements constitutes the valid and binding obligation of each party to such Transaction Agreement, enforceable against such party in accordance with its terms;

(d) we do not express any opinion with respect to the enforceability of any provision contained in any Transaction Agreement relating to any indemnification, contribution, exculpation, release or waiver that may be contrary to public policy or violative of federal or state securities laws, rules or regulations;

(e) we do not express any opinion with respect to the enforceability of Section 1.13 of the Indenture to the extent that such section purports to bind the Company to the exclusive jurisdiction of any particular federal court or courts;

(f) we call to your attention that irrespective of the agreement of the parties to any Transaction Agreement, a court may decline to hear a case on grounds of forum non conveniens or other doctrine limiting the availability of such court as a forum for resolution of disputes; in addition, we call to your attention that we do not express any opinion with respect to the subject matter jurisdiction of the federal courts of the United States of America in any action arising out of or relating to any Transaction Agreement; and

(g) to the extent that the opinion relates to the enforceability of the choice of New York law and choice of New York forum provisions contained in any Transaction Agreement, the opinion stated herein is subject to the qualification that such enforceability may be subject to, in each case, (i) the exceptions and limitations in New York General Obligations Law sections 5-1401 and 5-1402 and (ii) principles of comity or constitutionality.

In addition, in rendering the foregoing opinion we have assumed that, at all applicable times:

(a) the Company (i) was duly incorporated and was validly existing and in good standing, (ii) had requisite legal status and legal capacity under the laws of the jurisdiction of its organization and (iii) has complied and will comply with all aspects of the laws of the jurisdiction of its organization in connection with the transactions contemplated by, and the performance of its obligations under, the Transaction Agreements;

(b) the Company had the corporate power and authority to execute, deliver and perform all its obligations under each of the Transaction Agreements;

(c) each of the Transaction Agreements had been duly authorized, executed and delivered by all requisite corporate action on the part of the Company;

(d) neither the execution and delivery by the Company of the Transaction Agreements nor the performance by the Company of its obligations thereunder, including the issuance and sale of the Securities: (i) conflicted or will conflict with the articles of amendment and restatement of the Company or bylaws of the Company, (ii) constituted or will constitute a violation of, or a default under, any lease, indenture, instrument or other agreement to which the Company or its property is subject (except that we do not make the assumption set forth in this clause (ii) with respect to those agreements or instruments which are listed in Part C of the Registration Statement or the Company's Annual Report on Form 10-K), (iii) contravened or will contravene any order or decree of any governmental authority to which the Company or its property is subject, or (iv) violated or will violate any law, rule or regulation to which the Company or its property is subject (except that we do not make the assumption set forth in this clause (iv) with respect to the Opined on Law);

(e) subsequent to the effectiveness of the Indenture and immediately prior to the effectiveness of the Supplemental Indenture, the Indenture has not been amended, restated, supplemented or otherwise modified in any way that affects or relates to the Securities; and

(f) neither the execution and delivery by the Company of the Transaction Agreements nor the performance by the Company of its obligations thereunder, including the issuance and sale of the Securities, required or will require the consent, approval, licensing or authorization of, or any filing, recording or registration with, any governmental authority under any law, rule or regulation of any jurisdiction.

We hereby consent to the reference to our firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. We also hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

MKH

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