**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934**
**(Amendment No. 9)***

**Fifth Street Finance Corp.**
(Name of Issuer)

**Common Stock, par value $0.01 per share**
(Title of Class of Securities)

**31678A 10 3**
(CUSIP Number)

**Leonard M. Tannenbaum**
**777 West Putnam Avenue, 3rd Floor**
**Greenwich, CT 06830**
**(203) 681-3600**
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

**July 13, 2017**
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

**Note**: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons.
Leonard M. Tannenbaum

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) ☐
(b) þ

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization
United States of America

| | | |
|---|---|---|
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power<br>0 |
| | 8. | Shared Voting Power<br>27,044,419.404 |
| | 9. | Sole Dispositive Power<br>0 |
| | 10. | Shared Dispositive Power<br>27,044,419.404 |

11. Aggregate Amount Beneficially Owned by Each Reporting Person
27,044,419.404

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

13. Percent of Class Represented by Amount in Row (11)
19.2%

14. Type of Reporting Person (See Instructions)
IN

1. Names of Reporting Persons.
Fifth Street Asset Management Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) ☐
(b) þ

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization
Delaware

| | | |
|---|---|---|
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power<br>0 |
| | 8. | Shared Voting Power<br>8,399,520 |
| | 9. | Sole Dispositive Power<br>0 |
| | 10. | Shared Dispositive Power<br>8,399,520 |

11. Aggregate Amount Beneficially Owned by Each Reporting Person
8,399,520

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

13. Percent of Class Represented by Amount in Row (11)
6.0%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons.
Fifth Street Holdings L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) ☐
(b) þ

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization
Delaware

| | | |
|---|---|---|
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power<br>0 |
| | 8. | Shared Voting Power<br>8,399,520 |
| | 9. | Sole Dispositive Power<br>0 |
| | 10. | Shared Dispositive Power<br>8,399,520 |

11. Aggregate Amount Beneficially Owned by Each Reporting Person
0

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

13. Percent of Class Represented by Amount in Row (11)
6.0%

14. Type of Reporting Person (See Instructions)
PN

**Item 1. Security and Issuer.**

This Schedule 13D/A (this "Amendment") constitutes Amendment No. 7 to the Schedule 13D filed by Fifth Street Holdings L.P. on February 24, 2016, as amended on March 29, 2016, September 12, 2016, December 21, 2016, March 7, 2017, March 10, 2017 and March 27, 2017. This Amendment also constitutes Amendment No. 9 to the Schedule 13D filed by each of Leonard M. Tannenbaum and Fifth Street Asset Management Inc. on December 31, 2015, as amended on January 29, 2016, February 24, 2016, March 29, 2016, September 12, 2016, December 21, 2016, March 7, 2017, March 10, 2017 and March 27, 2017. Except as amended herein, each such prior Schedule 13D, as previously amended, remains in effect. Capitalized terms used herein but not otherwise defined in this Amendment shall have the meaning ascribed to them in the reporting persons' Schedules 13D as previously amended.

**Item 4. Purpose of the Transaction**

Item 4 of each reporting person's Schedule 13D is hereby amended to include the information set forth in Item 6 of this Amendment and the following:

Asset Purchase Agreement

On July 13, 2017, Fifth Street Management LLC ("FSM"), Oaktree Capital Management, L.P. ("Oaktree"), Fifth Street Asset Management Inc. ("FSAM") (solely for the purposes set forth therein) and Fifth Street Holdings L.P. ("FSH") (solely for the purposes set forth therein) entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which, and upon the terms and subject to the conditions set forth therein, FSM will sell, convey, assign and transfer to Oaktree and Oaktree will purchase, acquire and accept from FSM all of FSM's right, title and interest in specified business records with respect to FSM's existing investment advisory agreements with each of Fifth Street Finance Corp. ("FSC") and Fifth Street Senior Rate Floating Corp. ("FSFR") for a purchase price of $320 million in cash. The Asset Purchase Agreement also provides for the entry by Oaktree into new investment advisory agreements with each of FSC and FSFR. The shares of common stock of FSC owned by FSH and Leonard M. Tannenbaum ("Mr. Tannenbaum") are not included in the transaction.

Voting Agreement

Concurrently with the execution of the Asset Purchase Agreement, each of FSH, Mr. Tannenbaum, Leonard M. Tannenbaum Foundation (the "Tannenbaum Foundation"), Tannenbaum Family 2012 Trust (the "Tannenbaum Trust"), 777 West Putnam Avenue LLC and Oaktree entered into a voting agreement ("FSC Voting Agreement"), dated as of July 13, 2017, with respect to the stockholdings of each of FSH, Mr. Tannenbaum, the Tannenbaum Foundation, the Tannenbaum Trust and 777 West Putnam Avenue LLC in FSC. Pursuant to the FSC Voting Agreement, each of the aforementioned stockholders of FSC (the "Stockholder Signatories") agreed to vote their shares of FSC common stock (i) in favor of approving the proposed new investment advisory agreements with Oaktree and facilitating the election of the four director nominees specified by Oaktree to the board of directors of FSC and (ii) otherwise at the direction of Oaktree.

The FSC Voting Agreement terminates upon the earliest of Oaktree no longer advising FSC, the termination of the Asset Purchase Agreement or, with respect to any Stockholder Signatory, when such Stockholder Signatory no longer owns shares of FSC common stock. If the Asset Purchase Agreement terminates under certain circumstances where FSAM stockholder approval has not been obtained, then the FSC Voting Agreement will not terminate until 6 months after the termination of the Asset Purchase Agreement.

Each Stockholder Signatory has agreed not to transfer shares of FSC common stock prior to the closing of the transactions contemplated by the Asset Purchase Agreement (the "Closing"). Following the Closing, subject to a right of first refusal for the benefit of Oaktree, a Stockholder Signatory may transfer shares of FSC common stock to third parties (these transfers are subject to volume restrictions outside of transfers to certain specified institutional investors).

The foregoing description of the FSC Voting Agreement and the transactions contemplated thereby does not purport to be complete and is subject to and qualified in its entirety by reference to the FSC Voting Agreement, a copy of which is filed as Exhibit 99.10 to this Amendment and is incorporated herein by reference.

**Item 5. Interest in Securities of the Issuer**

Item 5 of each reporting persons' Schedule 13D is hereby amended and restated as follows:

The information set forth in rows 7 through 13 of the cover page to this Amendment is incorporated by reference. The percentage set forth in row 13 is based on 140,960,651 shares of common stock outstanding as of May 9, 2017, as reported in the Issuer's Form 10-Q filed on May 10, 2017. For purposes of Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Mr. Tannenbaum has shared voting and dispositive power with Oaktree over the following shares of FSC common stock: (i) 15,614,816.404 shares held by Mr. Tannenbaum directly; (ii) 1,251,952 shares held by the Leonard M. Tannenbaum Foundation, for which Mr. Tannenbaum serves as the President; (iii) 1,122,281 shares held by 777 West Putnam Avenue LLC, for which Mr. Tannenbaum holds a majority of the equity interest of the sole member, (iv) 655,850 shares held directly by the Leonard M. Tannenbaum 2012 Trust (the "Trust") for the benefit of certain members of Mr. Tannenbaum's family for which Mr. Bernard D. Berman is a trustee and (v) 8,399,520 shares of FSC common stock directly held by FSH.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of each reporting person's Schedule 13D is hereby amended and supplemented as follows:

The description of the FSC Voting Agreement provided in Item 4 above is incorporated herein by reference.

Pledge and Security Agreement

At the closing of the transactions contemplated by the Asset Purchase Agreement, FSC and FSH will enter into a Pledge and Security Agreement ("Security Agreement"), pursuant to which FSH will grant a security interest in, and pledge and assign as applicable, a number of shares of FSC common stock equal to $35 million in value, calculated pursuant to Sections 8.1(d) and (e) of the Asset Purchase Agreement. These shares will be used to secure indemnification obligations of FSM and FSH relating to certain SEC investigation-related legal costs and expenses of FSC and related fees, fines, monetary penalties, deductibles and disgorgements paid by FSC, net of any disgorgements paid by FSM to FSC and insurance recoveries received by FSC.

The Security Agreement contains default and similar provisions that are standard for such agreements.

The foregoing description of the Security Agreement and the transactions contemplated thereby does not purport to be complete and is subject to and qualified in its entirety by reference to the Security Agreement, a copy of which is filed as Exhibit 99.11 to this Amendment and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

Item 7 of each Reporting Person's Schedule 13D is hereby amended to include the following:

99.10 Voting Agreement, dated as of July 13, 2017, by and among Oaktree Capital Management, L.P., Leonard M. Tannenbaum, the Leonard M. Tannenbaum Foundation, the Tannenbaum Family 2012 Trust, 777 West Putnam Avenue LLC and Fifth Street Holdings L.P. (incorporated by reference to Exhibit 1.2 to the Current Report on Form 8-K of Fifth Street Asset Management Inc., filed on July 14, 2017).

99.11 Form of Pledge and Security Agreement to be entered into by and between Fifth Street Finance Corp. and Fifth Street Holdings L.P.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 17, 2017

/s/ Leonard M. Tannenbaum
LEONARD M. TANNENBAUM

**FIFTH STREET HOLDINGS L.P.**

By: Fifth Street Asset Management Inc., its general partner

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title: Chief Executive Officer

**Exhibit 99.10**

**EXECUTION VERSION**

**VOTING AGREEMENT**

THIS VOTING AGREEMENT (this "Agreement"), dated as of July 13, 2017, is made by and among Oaktree Capital Management, L.P., a Delaware limited partnership ("Buyer"), and each of the stockholders set forth on Schedule I (each, a "Stockholder" and, collectively, the "Stockholders"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, Fifth Street Management LLC, a Delaware limited liability company ("Seller"), and, solely for the purposes set forth therein, Fifth Street Asset Management Inc., a Delaware corporation ("FSAM"), and, solely for the purposes set forth therein, Fifth Street Holdings L.P., a Delaware limited partnership ("FSH"), are entering into an Asset Purchase Agreement (the "Asset Purchase Agreement") providing for, among other things, (a) the entry by Buyer into the New Investment Advisory Agreements and Buyer BDC Administrator into the New Administration Agreements with Fifth Street Finance Corp., a Delaware corporation (the "Company"), and Fifth Street Senior Floating Rate Corp., a Delaware corporation and (b) (i) the sale, transfer, conveyance and assignment to Buyer of the Transferred Assets and (ii) Buyer becoming responsible for the Buyer Post-Closing Liabilities, in each case, pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, as of the date hereof, each Stockholder is the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934 (the "Exchange Act")) and is entitled to vote and dispose of the number of shares of common stock, each par value $0.01 per share, of the Company (the "Company Common Stock") set forth opposite such Stockholder's name on Schedule I (with respect to such Stockholder and until disposed of by such Stockholder in accordance with Section 2.02, the "Owned Stock", together with any additional Company Securities (as defined below) of which such Stockholder becomes the "beneficial owner" after the date hereof and during the term of this Agreement, the "Subject Stock"); and

WHEREAS, in connection with the execution and delivery of the Asset Purchase Agreement, as a condition of and inducement to Buyer's willingness to enter into the Asset Purchase Agreement, Buyer and each Stockholder desire to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I**

**DEFINITIONS; INTERPRETATION**

Section 1.01 Definitions.

(a) "Acceptable Person" means any investment fund managed by Ameriprise Financial, Fidelity Investments, Invesco, Legg Mason, Loomis Sayles, Neuberger Berman, Principal Financial Group, T. Rowe Price, Thornburg Investment Management or Vanguard or

any controlled Affiliate thereof.

(b) "Company Securities" means (i) shares of Company Common Stock or other voting securities of or ownership interests in the Company, (ii) securities of the Company convertible into or exchangeable or exercisable for shares of Company Common Stock or other voting securities of or ownership interests in the Company, (iii) warrants, calls, options or other rights to acquire from the Company, or other obligations of the Company to issue, any Company Common Stock or other voting securities of, or ownership interests in, or any securities convertible into or exchangeable or exercisable for Company Common Stock or other voting securities or ownership interests in, the Company or (iv) restricted shares, restricted stock units, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities, swaps or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any Company Common Stock or other voting securities of, or ownership interests in, the Company; provided, that the limited partnership interests of FSH and shares of Class A Common Stock and Class B Common Stock of FSAM shall in no event constitute Company Securities.

Section 1.02 Interpretation.

(a) Unless otherwise expressly provided, for purposes of this Agreement the following rules of interpretation and construction shall apply:

(i) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(ii) When a reference is made in this Agreement to an article, section, paragraph, or schedule, such reference shall be to an article, section, paragraph, or schedule of this Agreement.

(iii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iv) The words "hereof," "herein" and "herewith" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(v) The word "or" shall not be exclusive.

(vi) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(vii) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(viii) A reference to "$," "U.S. dollars" or "dollars" shall mean the legal tender of the United States of America.

(ix) A reference to any legislation or to any provision of any legislation shall include any amendment thereto, any modification or re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto (including any amendment to, or modification of, such rules, regulations or statutory instruments).

(x) A reference to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified.

(xi) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. Further, prior drafts of this Agreement or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement shall not be used as an aid of construction or otherwise constitute evidence of the intent of the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of such prior drafts.

(xii) All schedules are incorporated in and made a part of this Agreement as if set forth in full herein.

## ARTICLE II

## COVENANTS OF STOCKHOLDERS

Section 2.01 Agreement to Vote.

(a) Each Stockholder agrees that at each meeting of the stockholders of the Company prior to Closing, including each meeting called to approve the FSC Investment Advisory Agreement pursuant to which Buyer will become the "investment adviser" (as contemplated by Section 15 of the Investment Company Act) and the election of the directors required to satisfy the BDC Governance Conditions, and each meeting of the stockholders of the Company after the Closing (each such meeting, a "Stockholders Meeting"), (i) when each such Stockholder Meeting is held, such Stockholder shall appear at such meeting or otherwise cause the Subject Stock beneficially owned by it to be counted as present thereat for the purpose of establishing a quorum, (ii) such Stockholder shall vote or cause to be voted at each such Stockholder Meeting such Subject Stock in accordance with the written instruction of Buyer (provided, that, with respect to any proposal to approve the FSC Investment Advisory Agreement, Buyer's written instructions in respect of the FSC Investment Advisory Agreement shall be in favor of approval of such agreements and in respect of the election of the directors required to satisfy the BDC Governance Conditions shall be in favor of such election), (iii) such Stockholder shall vote in favor of any proposal to adjourn or postpone such meeting to a later date for lack of quorum or if there are insufficient votes to approve the FSC Investment Advisory Agreement or any other

recommendations of Buyer and (iv) such Stockholder shall vote against any proposal for a Person other than Buyer to become the "investment adviser" (as contemplated by Section 15 of the Investment Company Act) of the Company and against the election of any directors that Buyer has notified such Stockholder in writing are not acceptable to Buyer. For the avoidance of doubt, each Stockholder shall retain at all times following the termination of this Agreement the right to vote any Subject Stock in such Stockholder's sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the holders of Company Common Stock following the termination of this Agreement.

(b) Each Stockholder hereby covenants and agrees that it shall not enter into any agreement or undertaking, and shall not commit or agree to take any action that would restrict or interfere with such Stockholder's obligations pursuant to this Agreement other than, in the case of FSH, as contemplated under the Sumitomo Facility upon exercise of remedies by the collateral agent or the lenders thereunder. For purposes of this Agreement, "Sumitomo Facility" shall mean, collectively, the Sumitomo Credit Agreement, the Sumitomo Security Agreement and the other collateral documents related thereto.

(c) Nothing contained in this Agreement shall be deemed to vest in Buyer any direct or indirect ownership or incidence of ownership of any Subject Stock. All rights, ownership and economic benefits of and relating to the Subject Stock shall remain vested in and belong to the Stockholders.

Section 2.02 Grant of Irrevocable Proxy; Appointment of Proxy.

(a) From and after the date hereof until the Expiration Date, each Stockholder hereby irrevocably and unconditionally grants to, and appoints, Buyer and any designee thereof, and each of them individually, as each Stockholder's true and lawful proxies and attorneys-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote or cause to be voted (including by proxy or written consent, if applicable) the Subject Stock owned by such Stockholder as of the applicable record date in accordance with clauses (ii) through (iv) of Section 2.01(a); provided that such Stockholder's grant of the proxy contemplated by this Section 2.02 shall be effective if, and only if, such Stockholder has not delivered to the Company prior to the meeting at which any of the matters described in Section 2.01(a) are to be considered, a duly executed irrevocable proxy card directing that the Subject Stock of such Stockholder be voted in accordance with clauses (ii) through (iv) of Section 2.01(a); provided, further, that Stockholder shall retain the authority to vote on any matter described in Section 2.01(a)(ii) to the extent Buyer does not provide written instruction with respect thereto.

(b) Each Stockholder hereby represents that any proxies heretofore given in respect of its Subject Stock, if any, are revocable, and hereby revokes all such proxies, other than, in the case of FSH, any proxy and other remedial rights given in favor of the collateral agent for the benefit of the lenders under the Sumitomo Facility.

(c) Each Stockholder hereby affirms that the irrevocable proxy set forth in this Section 2.02 is given in connection with the execution of the Asset Purchase Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder

under this Agreement. The parties hereby further affirm that the irrevocable proxy is coupled with an interest and is intended to be irrevocable until the Expiration Date, at which time it will terminate automatically. If for any reason any proxy granted herein is not irrevocable, then each Stockholder agrees, until the Expiration Date, to vote its Subject Stock in accordance with clauses (ii) through (iv) of Section 2.01(a). The parties agree that the foregoing is a voting agreement.

Section 2.03 Transfer and Other Restrictions.

(a) Without Buyer's prior written consent, the Stockholders shall not, directly or indirectly, (i) transfer, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Subject Stock to any Person other than (A) with respect to any Stockholder who is an individual, to any immediate family member of such individual or any trust for the benefit of such immediate family member, in each case for *bona fide* estate planning purposes, or to any lineal ascendants or descendants of the individual Stockholder pursuant to the laws of descent and distribution, (B) with respect to a Stockholder who is not an individual, to any Affiliate (provided that FSH shall not Transfer any Subject Stock to an Affiliate pursuant to this clause (B) so long as such Subject Stock is pledged pursuant to the FSC Pledge Agreement) or (C) in the case of FSH, (x) pledges of its Subject Stock in connection with the Sumitomo Facility and any exercise of remedies thereunder, including, without limitation, the foreclosure and sale of the Subject Stock (which pledges FSH shall cause to be released concurrently with Closing in accordance with the Sumitomo Payoff Letter), and (y) pledges of its Subject Stock contemplated by the Asset Purchase Agreement and the applicable Ancillary Agreements and any exercise of remedies thereunder, including, without limitation, the foreclosure and sale of the Subject Stock, provided that, in the case of clauses (A) and (B) of this Section 2.03(a)(i), the applicable transferee executes a joinder hereto that is reasonably satisfactory to Buyer in which such transferee agrees to be bound by the terms hereof as a Stockholder (any such transferee, a "Permitted Transferee"), or (ii) other than as expressly contemplated by Section 2.02, enter into any voting arrangement, whether by proxy, voting agreement or otherwise, or grant a proxy or power of attorney with respect to any Subject Stock (other than pursuant to the FSC Pledge Agreement, if applicable); provided that no such Transfer to a Permitted Transferee permitted hereunder shall relieve a Stockholder from its obligations under this Agreement, other than with respect to Subject Stock Transferred in accordance with this Section 2.03(a).

(b) Notwithstanding anything to the contrary in Section 2.03(a), subject to complying with Section 2.03(c), from and after the Closing, the Stockholders may (i) Transfer shares of Company Common Stock to any Acceptable Person after complying with Section 2.03(c)(ii) or Section 2.03(c)(iii) and (ii) collectively in any period of forty-five (45) consecutive days Transfer up to an aggregate of one percent (1.0%) of the outstanding shares of Company Common Stock (based upon the last publicly reported count of shares of Company Common Stock by the Company as of the first day of such forty-five (45) day period) (the "Share Threshold") without the prior written consent of Buyer in accordance with applicable Law either (A) in open market transactions effected only pursuant to (x) a Rule 10b5-1 Plan, or (y) a limit order executed by a broker in compliance with Section 2.03(c)(ii), or (B) in a private transaction or transactions involving one or more Specified Persons (other than any Acceptable Person) in compliance with Section 2.03(c)(iii) (in each case, an "Authorized Transfer"). With respect to any Rule 10b5-1 Plan, subject to complying with Section 2.03(c), a Stockholder may deliver an Open Market

Notice (as defined below) following the date of the Stockholders Meeting where the Company's stockholders approve the FSC Investment Advisory Agreement pursuant to which Buyer will become the "investment adviser" (as contemplated by Section 15 of the Investment Company Act) and the election of the directors required to satisfy the BDC Governance Conditions so long as Transfers cannot be initiated under such Rule 10b5-1 Plan until the second (2nd) Business Day after the Closing Date. Transfers to any Acceptable Person or to Buyer or its Affiliates shall not count against the Share Threshold for any period. Any other Transfer (other than pursuant to Section 2.03(a)) shall require the prior written consent of Buyer. To the extent that the Buyer at any time approves the sale of shares of Company Common Stock by a Stockholder in any forty-five (45) day period in excess of the applicable Share Threshold, such excess shares shall not reduce the calculation of the Share Threshold for any other forty-five (45) day period, except to the extent Buyer and such Stockholder otherwise agree in writing. For purposes of this Agreement, (i) "Specified Person" shall mean with respect to any Authorized Transfer pursuant to Section 2.03(c)(iii), any Person who, as of the Business Day immediately prior to the date of such Transfer, has not filed and will not, as a result of such Transfer, be required to file, a Schedule 13D on EDGAR reporting ownership of more than five percent (5%) of the issued and outstanding shares of Company Common Stock, and (ii) "Rule 10b5-1 Plan" means a plan, contract or instructions entered into or given by a Stockholder that is intended to be of the type of plan, contract or instructions contemplated by Rule 10b5-1 under the Exchange Act. Any Subject Stock Transferred in accordance with the applicable provision of this Section 2.03(b) and Section 2.03(c) shall cease to be Subject Stock.

(c) Open Market Offer; Right of First Refusal.

(i) If a Stockholder proposes to make an Authorized Transfer, such Stockholder shall first make an offering of such shares of Company Common Stock to Buyer in accordance with the provisions of Section 2.03(c)(ii) or Section 2.03(c)(iii), as applicable.

(ii) If a Stockholder proposes to Transfer Subject Stock in the open market pursuant to a Rule 10b5-1 Plan or a limit order executed by a broker:

(1) The Stockholder shall give written notice (the "Open Market Notice") to Buyer stating its bona fide intention to enter into a Rule 10b5-1 Plan or to instruct a broker to execute a limit order in the open market, as applicable, and specifying (A) the number of shares of Company Common Stock which the Stockholder proposes to sell pursuant to such Rule 10b5-1 Plan or limit order (the "Open Market Shares") and (B) the lowest price per share of Company Common Stock at which such Stockholder will sell such Open Market Shares pursuant to such Rule 10b-5-1 Plan or limit order (the "Open Market Limit Price") and provide a copy of such Rule 10b5-1 Plan or limit order to Buyer.

(2) Upon the later of receipt of the Open Market Notice and a copy of such Rule 10b5-1 Plan or limit order, Buyer shall have one (1) Business Day (the "Open Market Offer Notice Period") to offer to purchase some or all of the Open Market Shares by delivering a written notice (an "Open Market Offer Notice") to the Stockholder that delivered the Open Market Notice stating the number of Open Market Shares it has

elected to purchase at a purchase price per share equal to the Open Market Limit Price; provided that, in the case of any Open Market Offer Notice delivered pursuant to the second sentence of Section 2.03(b), Buyer shall have one (1) Business Day after the Closing Date to deliver an Open Market Offer Notice with respect to the Open Market Shares set forth in such Open Market Offer Notice. Upon the delivery of an Open Market Offer Notice pursuant to this clause (2) or clause (3) below, Buyer shall then be obligated to purchase, and the Stockholder shall then be obligated to sell, the Open Market Shares specified in such notice at a price per share equal to the Open Market Limit Price on the terms and conditions above and as contemplated by clauses (iv) and (v) of this Section 2.03(c).

(3) If no Open Market Offer Notice is received prior to the end of the Open Market Offer Notice Period (or if an Open Market Offer Notice proposes to purchase less than all of the Open Market Shares, the remaining Open Market Shares) then the Stockholder may (A) in the case of the establishment of a Rule 10b5-1 Plan, commit to sell the applicable Open Market Shares pursuant to a Rule 10b5-1 Plan at a price per Open Market Share that is no less than the Open Market Limit Price and thereafter such Open Market Shares shall not be subject to the restrictions on Transfer set forth in this Section 2.03(c)(ii) so long as they remain subject to the Rule 10b5-1 Plan or (B) in the case of a limit order, instruct a broker or brokers to execute the order with respect to the Open Market Shares (which may be sold in the open market at a price per Open Market Share that is no less than the Open Market Limit Price without further restriction under this Section 2.03(c)(ii) during the duration of such limit order); provided that, for so long as any such Open Market Shares remain unsold during the duration of such Rule 10b5-1 Plan or limit order, Buyer shall have the right to purchase any such Open Market Shares at the higher of (x) the Open Market Limit Price and (y) the closing price of shares of Company Common Stock on Nasdaq (or any successor primary market) as of the Business Day immediately prior to the date of purchase minus $0.10 (such higher price, the "Interim Offer Price") by delivering to such Stockholder an Open Market Offer Notice stating the number of Open Market Shares it has elected to purchase at the Interim Offer Price. If the Stockholder does not enter into a Rule 10b5-1 Plan or instruct a broker with respect to a limit order within five (5) Business Days of the date of receipt of the Open Market Notice by Buyer, then the rights and obligations provided under this Section 2.03(c) shall be deemed to be revived and the applicable Open Market Shares shall not be offered unless first reoffered to Buyer in accordance with Section 2.03(c)(ii) or Section 2.03(c)(iii), as applicable. For the avoidance of doubt, the applicable Stockholder shall not Transfer any shares of Company Common Stock pursuant to this Section 2.03(c)(ii) at a price per share that is less than the Open Market Limit Price.

(4) If no Person has, as of the Business Day immediately prior to the date of a Transfer to be made by an order executed by a broker, filed a Schedule 13D on EDGAR reporting ownership of more than five percent (5%) of the shares of Company Common Stock, and such Transfer will be executed through a broker via voice trade (including in the case where a broker seeks to execute a block trade where the proposed transferee did not directly contact, and was not specifically contacted by, or at the direction of, a Stockholder), the Stockholder will cause the executing broker to

confirm that the proposed transferee is not, and will not become as a result of such Transfer, a holder of more than five percent (5%) of the issued and outstanding shares of Company Common Stock. To the extent that any Person has, as of the Business Day immediately prior to the date of a Transfer to be made by an order executed by a broker, filed a Schedule 13D on EDGAR reporting ownership of more than five percent (5%) of the shares of Company Common Stock, the Stockholders shall not execute any such Transfer electronically and shall only execute such Transfer through a broker via voice trade where the broker has confirmed that the proposed transferee is not, and will not become as a result of such Transfer, a holder of more than five percent (5%) of the issued and outstanding shares of Company Common Stock.

(iii) If a Stockholder proposes to Transfer Subject Stock in a private transaction or transactions involving one or more Specified Persons or Acceptable Persons:

(1) Such Stockholder shall give written notice (the "Stockholder Notice") to Buyer stating its bona fide intention to sell the shares of Company Common Stock in such a transaction and providing (A) the number of shares of Company Common Stock which the Stockholder proposes to sell (the "ROFR Shares") and whether the Specified Person(s) or Acceptable Person(s) is (are) willing to purchase less than all of the ROFR Shares, (B) the per share purchase price in cash at which such Stockholder is prepared to Transfer such ROFR Shares to such Specified Person(s) or Acceptable Person(s) (the "Sale Price"), (C) the identity of the Specified Person(s) or Acceptable Person(s), (D) the proposed Transfer date, if known, (E) a copy of any written proposal or letter of intent or other agreement relating to the proposed Transfer and (F) all other material terms and conditions, if any, in connection with such proposed Transfer.

(2) Upon receipt of the Stockholder Notice, Buyer shall have two (2) Business Days (the "ROFR Notice Period") to elect to purchase all (and not less than all, unless the Specified Person(s) or Acceptable Person(s) is (are) willing to purchase less than all of the ROFR Shares) of the ROFR Shares by delivering a written notice (a "ROFR Purchase Notice") to the Stockholder that delivered the Stockholder Notice stating that it offers to purchase such ROFR Shares (or a portion of the ROFR Shares if the Specified Person(s) or Acceptable Person(s) is (are) willing to purchase less than all of the ROFR Shares) at the Sale Price and on the other terms and conditions set forth in the Stockholder Notice. Any ROFR Purchase Notice shall be binding upon delivery and irrevocable without the consent of the applicable Stockholder.

(3) Upon the delivery of the ROFR Purchase Notice, Buyer shall then be obligated to purchase, and the Stockholder shall then be obligated to sell, the ROFR Shares specified in such notice at the Sale Price and on the other terms and conditions set forth in the Stockholder Notice and as contemplated by clauses (iv) and (v) of this Section 2.03(c).

(4) If Buyer does not deliver a ROFR Purchase Notice in accordance with Section 2.03(c)(iii)(2), the Stockholder may, during the thirty (30) day

period following the expiration of the ROFR Notice Period, enter into an agreement for the sale of all the ROFR Shares to any Specified Person or Acceptable Person at a price in cash not less than the Sale Price set forth in the applicable Stockholder Notice delivered by such Stockholder; provided that, if such Specified Person is not an Acceptable Person, such Specified Person shall represent and warrant to such Stockholder in such agreement that such Specified Person, as of the Business Day immediately prior to the date of such sale, has not filed and will not, as a result of such sale, be required to file, a Schedule 13D on EDGAR reporting ownership of more than five percent (5%) of the shares of Company Common Stock. If the Stockholder does not enter into an agreement for the sale of the ROFR Shares within such period or, if such agreement is not consummated within sixty (60) days of the execution thereof (which period shall be extended solely to the extent needed to obtain any required governmental approvals, provided that the Stockholder shall have used commercially reasonable efforts to obtain such approval in a timely manner), the rights and obligations provided under this Section 2.03(c) shall be deemed to be revived and such ROFR Shares shall not be offered unless first reoffered to Buyer in accordance with Section 2.03(c)(ii) or Section 2.03(c)(iii), as applicable.

(iv) In connection with the consummation of any Transfer of Company Common Stock pursuant to this Section 2.03(c), upon Buyer's written request, the Transferring Stockholder shall deliver to Buyer a "big boy" letter duly executed by such Stockholder in the form attached hereto as Exhibit A.

(v) The closing of any Transfer of Company Common Stock to Buyer pursuant to this Section 2.03(c) shall be held, in the case of Section 2.03(c)(ii), no later than five (5) Business Days after the delivery of the applicable Open Market Offer Notice and, in the case of Section 2.03(c)(iii), no later than ten (10) Business Days after the delivery of the applicable Open Market Offer Notice or Stockholder Notice or at such other time as Buyer and the applicable Stockholder shall mutually agree in writing. Notwithstanding the foregoing, any obligation of Buyer and a Stockholder to participate in any Transfer of Company Common Stock pursuant to this Section 2.03(c) shall in all cases be conditioned on (A) receipt of any regulatory approvals required under applicable Law and (B) satisfaction of all other legal requirements (clauses (A) and (B), collectively, the "Conditions"), with the closing date for such Transfer of Company Common Stock not to occur until at least five (5) Business Days after receipt of any such regulatory approvals and satisfaction of such other legal requirements, unless otherwise agreed in writing by Buyer and such Stockholder. Each party agrees to use its commercially reasonable efforts to secure any regulatory approvals required under applicable Law in connection with any Transfer of Company Common Stock to Buyer hereunder. If the Conditions are not satisfied within thirty (30) days of Buyer's delivery of an Open Market Offer Notice or a ROFR Purchase Notice, as applicable, then Buyer shall be deemed to have not delivered such notice and a Stockholder shall be permitted to Transfer Company Common Stock pursuant to the terms of Section 2.03(c)(ii)(3) or Section 2.03(c)(iii)(4), as applicable. At any closing involving the Transfer of Company Common Stock to Buyer, a Stockholder shall deliver its Company Common Stock being Transferred under this Section 2.03, duly endorsed, or accompanied by written instruments of Transfer in form reasonably satisfactory to Buyer and duly executed by

such Stockholder. Such Company Common Stock shall be free and clear of all Encumbrances (other than Encumbrances created by applicable Law (including securities Laws) or by this Agreement), such Stockholder shall have good and valid title thereto and be the sole record owner thereof, and such Stockholder shall so represent and warrant in writing to Buyer.

(vi) Each Stockholder shall promptly notify Buyer in writing after such Stockholder (A) has Transferred any shares of Company Common Stock to any Person or (B) becomes aware of any change to the information with respect to such Stockholder set forth in the Schedule 13D (as may be amended from time to time) to be filed with the SEC by Buyer or any of its Affiliates with respect to the shares of Company Common Stock beneficially owned by such Stockholder.

(vii) In connection with a proposed Transfer of Company Common Stock to which this Section 2.03(c) applies, Buyer may at any time at its option assign its rights under this Section 2.03(c) to, and substitute, any Affiliate for itself to act as the purchaser or to exercise any other right of Buyer, or to satisfy any obligation of Buyer, under this Section 2.03(c), provided that no such assignment shall relieve Buyer of any of its obligations hereunder.

(viii) Notwithstanding anything to the contrary in this Section 2.03(c), to the extent that FSH Transfers any shares of Company Common Stock pursuant to this Section 2.03(c), FSH shall (a) first, Transfer any such shares that are pledged pursuant to the FSC Pledge Agreement and, second, once all such shares have been Transferred or FSH no longer holds any shares of Company Common Stock that are pledged pursuant to the FSC Pledge Agreement, Transfer any shares of Company Common Stock that are not pledged pursuant to the FSC Pledge Agreement, and (b) deposit the proceeds from the Transfer of any shares of Company Common Stock that are pledged pursuant to the FSC Pledge Agreement in the FSC Collateral Account in accordance with the terms of the FSC Control Agreement.

Section 2.04 Stock Dividends, etc. If between the date of this Agreement and the Closing the issued and outstanding Company Common Stock shall have been changed into a different number of shares or a different class by reason of the occurrence or record date of any stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction, the terms “Owned Stock” and “Subject Stock” shall be appropriately adjusted to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction.

Section 2.05 Disclosure. Each Stockholder hereby authorizes the Company and Buyer to publish and disclose in any announcement or disclosure required by the SEC and in the proxy statement and filings with any Governmental Entity such Stockholder’s identity and ownership of the Subject Stock and the nature of such Stockholder’s obligations under this Agreement. Buyer hereby authorizes each Stockholder and the Company (as a third party beneficiary hereof) to disclose in any disclosure required by any Governmental Entity the identity of Buyer and the nature of Buyer’s obligations under this Agreement.

Section 2.06 Fiduciary Responsibilities. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to each Stockholder solely in its capacity as a holder of Subject Stock and not in any other capacity. Nothing in this Agreement shall limit, restrict or affect the rights and obligations of Leonard M. Tannenbaum in his capacity as a director or officer of FSAM or in his capacity as a trustee or fiduciary of any Stockholder, whether in connection with the Asset Purchase Agreement or otherwise; provided that nothing in the foregoing shall affect the enforceability of the obligations of the Stockholders under this Agreement.

Section 2.07 Standstill. Following the Closing, each Stockholder agrees that neither such Stockholder nor any of its controlled Affiliates will (and neither such Stockholder nor they will assist or encourage others to), directly or indirectly: (a) except as permitted pursuant to Section 2.04, acquire or agree, offer, seek or propose to acquire, or cause to be acquired, directly or indirectly, by purchase or otherwise, ownership (including beneficial ownership within the meaning of Rule 13d-3 under the Exchange Act) of any voting securities or direct or indirect rights or options to acquire any voting securities of the Company or any Subsidiary thereof, or of any successor to or Person in control of the Company, any of the assets or businesses of the Company, or any Subsidiary or division thereof or of any such successor or controlling Person or any bank debt, claims or other obligations of the Company or any rights or options to acquire such ownership (including from a third party); (b) seek or propose to influence or control the management or policies of the Company or to obtain representation on the Company's board of directors, or solicit, or participate in the "solicitation" of, any "proxies" (as such terms are used in the Exchange Act) or consents with respect to any securities of the Company; (c) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any merger, consolidation, business combination, acquisition, tender or exchange offer, recapitalization, restructuring or other extraordinary transaction involving the Company, or any of its Subsidiaries or their securities or assets; (d) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to any of the foregoing, or otherwise form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) in connection with any of the foregoing; (e) seek or request permission or participate in any effort to do any of the foregoing or make or seek permission to make any announcement with respect to any of the foregoing; (f) disclose (whether or not publicly) any intention, plan or arrangement with respect to any of the foregoing; (g) take any action that might result in the Company being obligated to make a public announcement regarding any of the foregoing; or (h) request Buyer or any of its Representatives, directly or indirectly, to amend, waive or terminate any provision of this Section 2.07. Nothing in this Section 2.07 shall prevent a Stockholder from having non-public communications with Representatives of Buyer serving as officers of the Company regarding the Company's performance and business strategy. Each Stockholder further agrees that it shall not, and shall cause its controlled Affiliates and its Representatives not to, make any proposal, statement or inquiry, or disclose any intention, plan or arrangement, whether written or oral, that is inconsistent with any of the foregoing.

Section 2.08 Other Covenants.

(a) Each Stockholder agrees upon receipt of written inquiry from Buyer to promptly notify Buyer in writing of the number of any additional Company Securities of which such

Stockholder becomes the "beneficial owner" after the date hereof and during the term of this Agreement (collectively, "Additional Securities"); provided that, for the avoidance of doubt, any such acquisition of Additional Securities shall be in accordance with Section 2.07 and any Additional Securities shall automatically be subject to the applicable terms and conditions of this Agreement as though owned by such Stockholder on the date hereof.

(b) From and after the Closing, Buyer agrees not to provide, or cause or procure to be provided, to any Stockholder any material non-public information regarding the Company or its Subsidiaries, except as required or requested to be provided to such Stockholder pursuant to the terms of the Asset Purchase Agreement or the Transition Services Agreement or as may be provided to such Stockholder in connection with the defense of any Action against Buyer or its Affiliates arising out of or relating to the Asset Purchase Agreement, the Transition Services Agreement or the transactions contemplated thereby. In the event Buyer does provide any material non-public information regarding the Company to a Stockholder in violation of the foregoing sentence, Buyer shall use commercially reasonable efforts to promptly make public, or cause the Company to promptly make public, such material non-public information regarding the Company that was provided to the Stockholder.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES OF EACH STOCKHOLDER

Each Stockholder hereby represents and warrants (as respects itself), severally and not jointly, to Buyer that:

Section 3.01 Organization. To the extent such Stockholder is not an individual, such Stockholder is duly incorporated or organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its incorporation or organization.

Section 3.02 Ownership of Owned Stock. Such Stockholder is the beneficial owner of the Owned Stock, free and clear of all Encumbrances, except for any Encumbrance created by this Agreement, those imposed by applicable securities Laws or, in the case of FSH, pledges of its Subject Stock under the Sumitomo Facility and any exercise of remedies thereunder, including, without limitation, the foreclosure and sale of such Subject Stock (which pledges FSH shall cause to be released concurrently with Closing in accordance with the Sumitomo Payoff Letter). As of the date of this Agreement, such Stockholder does not beneficially own (within the meaning of Section 13 of the Exchange Act) any Company Securities other than the Owned Stock. Such Stockholder has the sole right to vote the Owned Stock, and, except as contemplated by this Agreement, none of the Owned Stock is subject to any voting trust or other agreement with respect to the voting of such Owned Stock. Other than as contemplated by the first sentence of this Section 3.02, such Stockholder has the sole right to dispose of the Owned Stock with no restrictions, subject to applicable securities Laws, on its rights of disposition of such Owned Stock. As of the date of this Agreement, except as contemplated by this Agreement and the Asset Purchase Agreement, (i) there are no agreements or arrangements of any kind, contingent or otherwise, obligating such Stockholder to sell, transfer, pledge, assign or otherwise dispose of (collectively, "Transfer") or cause to be Transferred any Owned Stock or otherwise

relating to the Transfer of any Owned Stock and (ii) no Person has any contractual or other right or obligation to purchase or otherwise acquire any of such Owned Stock.

Section 3.03 Authority for Agreement. To the extent such Stockholder is not an individual, such Stockholder has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by such Stockholder of this Agreement, and the performance by such Stockholder of its obligations hereunder, have been duly authorized by all necessary action, and no other proceedings on the part of such Stockholder are necessary to authorize this Agreement or the performance by such Stockholder of its obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder and, assuming the due authorization, execution and delivery by Buyer and the other Stockholders, constitutes a legal, valid and binding obligation of such Stockholder enforceable against such Stockholder in accordance with its terms, subject to the Enforceability Exceptions.

Section 3.04 No Conflicts; Governmental Approvals.

(a) The execution and delivery of this Agreement by each Stockholder do not, and the performance by each Stockholder of its obligations hereunder will not, (i) to the extent such Stockholder is not an individual, conflict with or violate any provision of the Organizational Documents of such Stockholder, (ii) assuming that all consents, approvals, authorizations and waivers contemplated by Section 3.04(b) have been obtained, and all filings described therein have been made, and assuming the accuracy and completeness of the representations and warranties contained in Section 4.03(a), conflict with or violate any Law applicable to such Stockholder or by which any property or asset of such Stockholder is bound or affected, (iii) require any consent or other action by any Person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of, result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which such Stockholder is entitled under, any Contract to which such Stockholder is a party or by which such Stockholder, or any property or asset of such Stockholder, is bound or affected or (iv) result (immediately or with notice or lapse of time or both) in the creation of an Encumbrance on any property or asset of such Stockholder, except in the case of clauses (ii), (iii) and (iv) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to prohibit or materially impair the ability of such Stockholder to perform its obligations hereunder.

(b) The execution and delivery of this Agreement by each Stockholder do not, and the performance by each Stockholder of its obligations hereunder will not, require any action, consent, approval, authorization, waiver or permit of, or filing with or notification to, or registration or qualification with, any Governmental Entity, except for consents, approvals, authorizations and waivers contemplated by Sections 4.3 and 5.3 of the Asset Purchase Agreement, to the extent applicable.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Stockholders that:

Section 4.01 Organization. Buyer is a limited partnership, duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of Delaware.

Section 4.02 Authority, Execution and Delivery; Enforceability. Buyer has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder, have been duly authorized by all necessary action, and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to performance by Buyer of its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by the Stockholders, constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as enforcement thereof may be limited against Buyer by the Enforceability Exceptions.

Section 4.03 No Conflicts; Governmental Approvals.

(a) The execution and delivery of this Agreement by Buyer do not, and the performance by Buyer of its obligations hereunder will not, (i) conflict with or violate any provision of the Organizational Documents of Buyer, (ii) assuming that all consents, approvals, authorizations and waivers contemplated by Section 4.03(b) have been obtained, and all filings described therein have been made, and assuming the accuracy and completeness of the representations and warranties contained in Section 3.04(a), conflict with or violate any Law applicable to Buyer or by which any property or asset of Buyer is bound or affected, (iii) require any consent or other action by any Person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of, result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which Buyer is entitled under, any Contract to which Buyer is a party or by which Buyer, or any property or asset of Buyer, is bound or affected or (iv) result (immediately or with notice or lapse of time or both) in the creation of an Encumbrance on any property or asset of Buyer, except in the case of clauses (ii), (iii) and (iv) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to prohibit or materially impair the ability of Buyer to perform its obligations hereunder.

(b) The execution and delivery of this Agreement by Buyer do not, and the performance by Buyer of its obligations hereunder will not, require any action, consent, approval, authorization, waiver or permit of, or filing with or notification to, or registration or qualification with, any Governmental Entity, except for consents, approvals, authorizations and

waivers contemplated by Sections 4.3 and 5.3 of the Asset Purchase Agreement, to the extent applicable.

## ARTICLE V

## TERMINATION, AMENDMENT AND WAIVER

Section 5.01 Termination. This Agreement and all rights and obligations of the parties hereunder shall automatically terminate, without further action by any party hereto, upon the earliest of (a) the date that is six (6) months following the termination of the Asset Purchase Agreement pursuant to (i) Section 9.1(a)(iv)(B) thereof (as a result of a material breach of Section 6.2(c) or Section 6.2(d) thereof) or (ii) Section 9.1(a)(iii) thereof or Section 9.1(a)(v) thereof at a time when the condition to Closing in Section 7.1(c) thereof was not satisfied, (b) the date of termination of the Asset Purchase Agreement pursuant to any provision of Section 9.1 thereof other than as specified in clause (a) above, (c) from and after the Closing, the date on which neither Oaktree Capital Management, L.P. nor any of its Affiliates serves as an investment adviser to the Company, (d) with respect to any Stockholder, the date on which such Stockholder ceases to own any Subject Stock and (e) with respect to any Stockholder, the mutual written agreement of such Stockholder and Buyer (such earliest date, the "Expiration Date"); provided that any claims for breaches of this Agreement that occur prior to the Expiration Date shall survive any termination or expiration of this Agreement until such claims have been finally determined by a court of competent jurisdiction.

Section 5.02 Effect of Termination. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Buyer or the applicable Stockholders, except that the provisions of this Section 5.02 and Article VI to the extent applicable hereto shall survive termination.

Section 5.03 Amendment; Waiver. Subject to Section 5.01(e), this Agreement may not be amended, changed or supplemented or otherwise modified except by an instrument in writing signed on behalf of all of the parties. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

## ARTICLE VI

## GENERAL PROVISIONS

Section 6.01 Notices. Unless otherwise provided herein, all notices and other communications hereunder shall be in writing and be deemed given and received (a) if delivered in person, on the date delivered, (b) if transmitted by facsimile (provided receipt is confirmed by telephone), on the date sent, (c) if delivered by an express courier, on the second (2nd) Business Day after mailing and (d) if transmitted by email, on the date sent, in each case, to the parties at the following addresses (or at such other address for a party as is specified to the other parties hereto by like notice):

if to Buyer, to:

Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th floor
Los Angeles, CA 90071
Fax: (213) 830-6293
Attention (email): Matt Pendo (mpendo@oaktreecapital.com)

with a copy to (which shall not constitute notice hereunder and may be transmitted by email):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Fax: (212) 455-2502
Attention (email): Gary I. Horowitz (ghorowitz@stblaw.com)

and

Simpson Thacher & Bartlett LLP
900 G Street, NW
Washington, DC 20001
Fax: (202) 636-5502
Attention (email): Rajib Chanda (rajib.chanda@stblaw.com)

if to a Stockholder, to:

The address and facsimile set forth opposite such Stockholder's name on Schedule I.

Section 6.02 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

Section 6.03 Assignment; Binding Effect; Severability. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred, assigned or delegated by any of the parties hereto, in whole or in part, without the prior written consent of the other parties, and any attempt to make any such transfer, assignment or delegation without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, legal representatives and permitted assigns of the parties hereto. Notwithstanding the foregoing, Buyer may assign its rights and obligations under this Agreement to any of its Affiliates, provided that no such assignment shall relieve Buyer of any of its obligations hereunder. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed illegal or unenforceable the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Agreement to become materially adverse to any party, in which event the parties shall use commercially reasonable efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the offending provision.

Section 6.04 Specific Performance. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such failure to perform or breach. It is accordingly agreed that, without posting a bond or other undertaking, the parties hereto shall be entitled to injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Courts, this being in addition to any other remedy to which they are entitled at law or in equity. In the event that any such action is brought in equity to enforce the provisions of this Agreement, no party hereto will allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law. The parties hereto further agree that (a) by seeking any remedy provided for in this Section 6.04, a party hereto shall not in any respect waive its right to seek any other form of relief that may be available to such party hereto under this Agreement and (b) nothing contained in this Section 6.04 shall require any party hereto to institute any action for (or limit such party's right to institute any action for) specific performance under this Section 6.04 before exercising any other right under this Agreement.

Section 6.05 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.

Section 6.06 Consent to Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("Delaware Courts"), and any appellate court from any decision thereof, in any Action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 6.01 or in any other manner permitted by applicable Law. Service of any process, summons, notice or document by

registered mail or overnight courier addressed to any of the parties hereto at the addresses set forth above shall be effective service of process against such party for any suit, action or proceeding brought in any such court.

Section 6.07 Waiver of Jury Trial. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR RELATE TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTIES NOR THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 6.07. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 6.08 Third Party Beneficiaries. Except as otherwise expressly provided herein, no provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 6.09 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, all as of the date first written above.

**OAKTREE CAPITAL MANAGEMENT, L.P.**

By: /s/ Martin Boskovich
Name: Martin Boskovich
Title: Managing Director

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Vice President, Legal

*[Signature Page to the FSC Shares Voting Agreement]*

**LEONARD M. TANNENBAUM**

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title:

**LEONARD M. TANNENBAUM FOUNDATION**

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title:

**TANNENBAUM FAMILY 2012 TRUST**

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title:

**777 WEST PUTNAM AVENUE LLC**

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title:

**FIFTH STREET HOLDINGS L.P.**

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title: Chief Executive Officer

**SCHEDULE I**

**Owned Stock**

| Stockholder | Number of Company Common Stock | Address |
|---|---|---|
| Leonard M. Tannenbaum | 15,614,816.404 | 309 23rd Street<br>Suite 200A<br>Miami Beach, FL 33139<br><br>Fax: 203-681-3879<br>Tel: 786-864-2951 |
| Leonard M. Tannenbaum Foundation | 1,251,952 | 309 23rd Street<br>Suite 200A<br>Miami Beach, FL 33139<br><br>Fax: 203-681-3879<br>Tel: 786-864-2951 |
| Tannenbaum Family 2012 Trust | 655,850 | 309 23rd Street<br>Suite 200A<br>Miami Beach, FL 33139<br><br>Fax: 203-681-3879<br>Tel: 786-864-2951 |
| 777 West Putnam Avenue LLC | 1,122,281 | 309 23rd Street<br>Suite 200A<br>Miami Beach, FL 33139<br><br>Fax: 203-681-3879<br>Tel: 786-864-2951 |
| Fifth Street Holdings L.P. | 8,399,520 | 777 West Putnam Avenue,<br>3rd Floor<br>Greenwich, CT 06830<br><br>Fax: 203-681-3879<br>Tel: 203-681-6800 |

* Leonard M. Tannenbaum is deemed to beneficially own all Company Common Stock reported in this Schedule I.

**EXHIBIT A**

**Form of Big Boy Letter**

**Form of Big Boy Letter**

[_____], 20[__]

[Stockholder]
[Address]
Attention: [_____]

[Buyer]
c/o Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th floor
Los Angeles, CA 90071
Attention: General Counsel

Ladies and Gentleman:

Reference is made to the Voting Agreement, dated as of July 13, 2017 (the "Voting Agreement"), by and among [_____][1] ("Buyer"), [_____] ("Stockholder") and the other stockholders party thereto (as amended, restated, supplemented or otherwise modified from time to time). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Voting Agreement. In connection with the purchase by Buyer of the shares of Company Common Stock set forth on Schedule I hereto (the "Transferred Shares") from Stockholder pursuant to the Voting Agreement, Stockholder hereby represents and warrants to Buyer on the date hereof as follows:

1. Stockholder (a) acknowledges that Buyer (and/or one or more its Affiliates) serves as investment adviser to Fifth Street Finance Corp. (the "Company") and that one or more employees, representatives or designees of Buyer serves as a member of the board of directors of the Company and as a result currently has, or may have access to, material non-public information concerning the Company that may not be known to Stockholder and that may be material to a decision to sell the Transferred Shares at the purchase price established pursuant to the Voting Agreement ("Stockholder Excluded Information") and (b) acknowledges and agrees that (i) Stockholder has determined to sell the Transferred Shares notwithstanding its lack of knowledge of the Stockholder Excluded Information and (ii) Buyer shall have no liability to Stockholder, Stockholder's directors, officers, employees, partners, members, stockholders, controlling persons, agents or other representatives. Stockholder expressly waives and releases any claims that it might have against Buyer, whether under applicable Law or otherwise, with respect to the nondisclosure of the Stockholder Excluded Information in connection with the sale of the Transferred Shares. Stockholder Excluded Information may include information relating to the Company's financial condition, results of operations, businesses, properties, assets, liabilities, management, projections, appraisals, proposals, prospects, plans, contract performance, potential contracts and bids. The Stockholder acknowledges that, in connection with the purchase by Buyer of the Transferred Shares from Stockholder pursuant to the Voting Agreement, (x) it has not relied in any way upon any statement or omission of Buyer, (y) Buyer has no obligation to

[1] Insert name of affiliate of Oaktree Capital Management, L.P. that is purchasing the Transferred Shares.

disclose any Stockholder Excluded Information, and (z) Buyer has no fiduciary duty of any kind to Stockholder.

2. Stockholder acknowledges that it (a) is a sophisticated seller with respect to the sale of the Transferred Shares and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the sale of the Transferred Shares, (b) has adequate information concerning the business, financial condition and results of operation of the Company to make an informed decision regarding the sale of the Transferred Shares and (c) has independently and without reliance upon Buyer, and based on such information as Stockholder has deemed appropriate, made its own analysis and decision to enter into the sale transaction referenced herein. Stockholder acknowledges that Buyer has not given Stockholder any investment advice, information or opinion on whether the sale of the Transferred Shares is prudent.

3. Stockholder acknowledges that the Buyer is relying on this letter in engaging in the purchase of the Transferred Shares from Stockholder and would not engage in such purchase in the absence of this letter and the acknowledgements and agreements contained herein. Nothing contained herein shall limit any of Buyer's or Stockholder's rights or obligations under any trade confirmation or assignment agreement to be entered into between Buyer and Stockholder with respect to the purchase of the Transferred Shares.

4. This letter may not be amended, altered or modified except by a written instrument executed by each of the parties hereto. If any term, provision, covenant or restriction of this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Whenever the words "include," "includes" or "including" are used in this letter they shall be deemed to be followed by the words "without limitation."

5. This letter, and all claims or causes of action (whether in contract, tort or otherwise) arising out of or relating to the terms of this letter or the negotiation, execution or performance of this letter shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("Delaware Courts"), and any appellate court from any decision thereof, in any action, claim, dispute, litigation or other proceeding ("Action") arising out of or relating to this letter, including the negotiation, execution or performance of this letter, and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this letter or the negotiation,

execution or performance of this letter in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR BE RELATED TO THE TERMS OF THIS LETTER IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS LETTER OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS LETTER.

6. This letter may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

Very truly yours,

[STOCKHOLDER]

_____

Accepted, confirmed and agreed to as of
the date first above written:

[BUYER]

By:_____
Name:
Title:

By:_____
Name:
Title:

Schedule I

Transferred Shares

[_____]

**Exhibit 99.11**

**PLEDGE AND SECURITY AGREEMENT**

This Pledge and Security Agreement (this "***Security Agreement***") is entered into as of [●], 2017, by and between Fifth Street Finance Corp., a Delaware corporation, as secured party ("***Secured Party***"), and Fifth Street Holdings L.P., a Delaware limited partnership, as Pledgor ("***Pledgor***").

Reference is made herein to that certain Asset Purchase Agreement, dated as of July 13, 2017 (as it may be amended from time to time, the "***Purchase Agreement***"), by and among Fifth Street Management LLC ("***Seller***"), a Delaware limited liability company, Oaktree Capital Management, L.P., a Delaware limited partnership ("***Buyer***"), and, solely for the purposes set forth therein, Fifth Street Asset Management Inc. and, solely for the purposes set forth therein, Pledgor. Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.

**WHEREAS**, Pledgor is the owner of shares of common stock, par value $0.01 per share ("***Shares***") issued by Fifth Street Finance Corp. (in its capacity as the issuer of the Shares, the "***Issuer***");

**WHEREAS**, Buyer and Pledgor have required, as a condition to the fulfillment of their obligations under the Purchase Agreement, that Pledgor execute and deliver this Security Agreement and pledge to Secured Party, the Collateral Shares (as defined below); and

**WHEREAS**, Pledgor agrees to grant a security interest in, and pledge and assign as applicable, the Collateral (as defined below) to Secured Party, as herein provided.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree to enter into this Security Agreement as follows:

1. **Security Interest**. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor hereby pledges and grants to Secured Party a continuing first priority security interest in and lien on the Collateral to secure the payment and the performance of the Secured Obligations (as defined below).

2. **Collateral**. The security interest granted hereunder to Secured Party is in all of Pledgor's right, title and interest in and to, or otherwise with respect to, the following property and assets whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "***Collateral***"):

(a) (i) [●][1] Shares (or security entitlements in respect thereof) credited to the Collateral Account (the "***Collateral Shares***"); (ii) all dividends, shares, securities, cash, instruments, moneys or property (A) representing a dividend, distribution or return of

[1] To be a number of shares equal to $35 million in value, calculated pursuant to Sections 8.1(d) and (e) of the Purchase Agreement.

capital in respect of any of the Collateral Shares (including, without limitation, any regular, periodic dividend or any other dividend, issuance or distribution of cash, securities or property thereon (other than in connection with a Split-off)) or other property described in this clause (a), (B) resulting from a split-up (including, without limitation, a Split-off), revision, reclassification, recapitalization or other similar change with respect to any of the Collateral Shares or other property described in this clause (a), (C) otherwise received in exchange for or converted from any of the Collateral Shares or other property described in this definition and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, any of the Collateral Shares or other property described in this clause (a) or (D) resulting from a Spin-off; and (iii) in the event of any merger with respect to the Issuer in which the Issuer is not the surviving entity, all shares of each class of the capital stock of the successor entity formed by or resulting from such event and any other consideration that is exchanged for the Collateral Shares that consist of Collateral Shares of such Issuer or into which such Collateral Shares are converted;

(b) (i) the Collateral Account (as defined below); (ii) any cash, cash equivalents, securities (including the Collateral Shares and any other Shares), general intangibles, investment property, financial assets, and other property that may from time to time be deposited, credited, held or carried in the Collateral Account or that is delivered to or in possession or control of Secured Party or any of Secured Party's agents pursuant to this Security Agreement or the Purchase Agreement; (iii) all security entitlements as defined in §8-102(a)(17) of the UCC (as defined below) with respect to any of the foregoing; (iv) all income and profits on any of the foregoing and all dividends, distributions, interest and other payments with respect to any of the foregoing; (v) all other rights and privileges appurtenant to any of the foregoing, including any voting rights and any redemption rights, and (vi) any substitutions for any of the foregoing, in each case whether now existing or hereafter arising; and

(c) all Proceeds (as defined below) of the Collateral described in the foregoing clauses (a) and (b).

The security interest granted hereunder is granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Pledgor with respect to any of the Collateral or any transaction in connection therewith.

As used herein, the following terms shall have the following meanings:

"***Collateral Account***" means that certain securities account No. [____] of Pledgor established and maintained at Morgan Stanley Smith Barney LLC, including any subaccount, substitute, successor or replacement securities or deposit account in or to which any Collateral is now or hereafter held or credited. Any renumbering of the Collateral Account shall not limit the rights of Secured Party hereunder, and, to the extent necessary, such renumbering shall be automatically incorporated into the definition of Collateral Account.

"***Proceeds***" means all proceeds (as defined in the UCC) and, to the extent not included in such term, all proceeds of, and all other profits, products, rents or receipts, in whatever form,

arising from the collection, sale, lease, exchange, assignment, or other disposition of, or other realization upon, any Collateral.

"***Spin-off***" means any distribution, issuance or dividend to holders of Shares of any capital stock or other securities of another issuer owned (directly or indirectly) by the Issuer or any subsidiary thereof.

"***Split-off***" means any exchange offer by the Issuer for its own shares in which the consideration to be delivered to exchanging holders of such shares is capital stock or other securities of another issuer owned (directly or indirectly) by the Issuer.

"***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

3. **Collateral Maintenance and Administration**.

(a) The parties hereto agree that at all times prior to an exercise of remedies hereunder, Pledgor shall be treated as the owner of the Collateral for U.S. Federal and state tax purposes.

(b) Unless an Indemnification Trigger Event (as defined below) has occurred and is continuing, subject to the Standstill (as defined below), (i) Secured Party shall not have the right to rehypothecate, use, borrow, lend, pledge or sell the Collateral Shares or give any entitlement orders or instructions with respect to the Collateral, except with Pledgor's consent, and (ii) subject to the FSC Voting Agreement, Pledgor shall retain all voting rights with respect the Collateral Shares.

As used herein, an "***Indemnification Trigger Event***" means the occurrence and continuation of any of the following: (x) the incurrence of BDC Existing Investigation Defense Costs in excess of the amount in the BDC Escrow Fund as of the date thereof (less the sum of the aggregate amount of any Outstanding BDC Claims), or (y) the incurrence of BDC Net Losses by the FSC Indemnified Parties (the amount of any such incurrence, an "***Indemnifiable Loss***") that are indemnifiable by Seller and FSH pursuant to Article VIII of the Purchase Agreement (including, without limitation, that such BDC Existing Investigation Defense Costs and BDC Net Losses are finally determined pursuant to Section 8.4 of the Purchase Agreement).

4. **Secured Obligations**. All obligations of Pledgor to indemnify the FSC Indemnified Parties for the incurrence of BDC Existing Investigation Defense Costs that cannot be satisfied by the BDC Escrow Fund and BDC Net Losses, in each case pursuant to Article VIII of the Purchase Agreement (collectively, the "***Secured Obligations***"), are secured by this Security Agreement.

5. **Pledgor's Representations and Warranties**. Pledgor hereby represents and warrants to Secured Party that:

(a) Pledgor (i) is duly organized and validly existing in good standing as a limited partnership or other legal entity under the laws of the State of Delaware; (b) has

full limited partnership or other legal power and authority to carry on its business as it is now being conducted and to own, lease and operate its properties and assets as currently owned, leased or operated in connection with its business; and (c) is duly qualified to do business and in good standing as a foreign or alien Person, as the case may be, in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its properties or assets makes such qualification necessary, except where the failure to be so qualified, would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect.

(b) Pledgor has full legal power and authority to execute and to deliver this Security Agreement, and to consummate the transactions contemplated hereby. Pledgor has taken all necessary limited partnership action to authorize the execution and performance of this Security Agreement by it. This Security Agreement has been duly executed and delivered by Pledgor and, assuming due authorization, execution and delivery of this Agreement by Secured Party, is the valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms subject to the Enforceability Exceptions.

(c) No consent, approval or authorization of, or filing with, any Governmental Entity is required to be made or obtained by Pledgor or any of its affiliates in connection with the execution, delivery and performance of this Security Agreement or the consummation of the transactions contemplated hereby.

(d) Pledgor is not, and after giving effect to the asset sale contemplated by the Purchase Agreement will not be, required to register as an “investment company” under the Investment Company Act.

(e) Pledgor owns all of the Collateral credited to the Collateral Account free and clear of liens.

(f) The security interest in the Collateral granted to Secured Party by the Pledgor pursuant to this Security Agreement is a valid and binding security interest in the Collateral (subject to no other liens).

(g) Subject to the execution of a Control Agreement (as defined below) with respect to the Collateral Account by the parties thereto, (i) the security interest created in favor of Secured Party in the Collateral Account and the security entitlements in respect of the Collateral Shares and other financial assets credited thereto will constitute a perfected first priority security interest securing the Secured Obligations, (ii) Secured Party will have control (within the meaning of Sections 8-106 and 9-106 of the UCC) thereof, (iii) Pledgor does not have notice of any adverse claims with respect to any such security entitlement or such financial assets and (iv) to the extent Section 9-510(a) of the UCC is applicable and assuming Secured Party has no notice of any adverse claims with respect to any such security entitlements or such financial assets, no action based on an adverse claim to such security entitlement or such financial asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against Secured Party.

(h) With respect to all Collateral that may be perfected by filing a financing statement pursuant to the UCC, when a UCC financing statement in the form of Exhibit A hereto is filed in the appropriate office against Pledgor in the location listed on Schedule 1 (naming Pledgor as the debtor and Secured Party as the secured party), Secured Party will have a valid and perfected first priority security interest in such Collateral as security for the payment and performance of the Secured Obligations.

(i) The Collateral Shares are not subject to any transfer restrictions, other than those set forth in the FSC Voting Agreement.

(j) Pledgor has been advised by counsel in the negotiation, execution and delivery of this Security Agreement.

6. **Pledgor's Covenants**. During the term of this Security Agreement:

(a) Pledgor shall use all commercially reasonable efforts to defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to Secured Party. Pledgor shall not, at any time, file or suffer to be on file, or authorize to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which Secured Party is not named as the sole secured party.

(b) Whether the Collateral is or is not in Secured Party's possession, and without any obligation to do so and without waiving Pledgor's default for failure to make any such payment, Secured Party at its option may, following notice to Pledgor when it may reasonably do so without prejudice, pay any such costs and expenses and discharge encumbrances on the Collateral, and any payments of such costs and expenses and any payments to discharge such encumbrances shall be a part of the Secured Obligations. Pledgor agrees to reimburse Secured Party on demand for any payments of such costs and expenses and any payments to discharge such encumbrances.

(c) Pledgor shall take such other actions as Secured Party shall reasonably determine is necessary or appropriate to perfect and duly record the Lien created under this Security Agreement in the Collateral, including executing, delivering, filing and/or recording, in such locations and jurisdictions as Secured Party shall reasonably specify, any financing statement, register of mortgages and charges, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Secured Party) to create, preserve or perfect the security interest granted pursuant hereto and the priority thereof or to enable Secured Party to exercise and enforce its rights under this Security Agreement with respect to such security interest, including, without limitation, executing and delivering or causing the execution and delivery of a control agreement substantially in the form of Exhibit B hereto (with such modifications

thereto as may be reasonably requested by the securities intermediary thereunder), granting Secured Party control of the Collateral Account (the "***Control Agreement***"[2]).

(d) Without at least ten (10) days' prior written notice to Secured Party, Pledgor shall not make any change to Pledgor's name, or the name under which Pledgor does business, or the form or jurisdiction of Pledgor's organization from the name, form and jurisdiction set forth on the first page of this Security Agreement.

(e) Pledgor shall not (and shall not enter into any agreement to) (i) close the Collateral Account or (ii) sell, transfer, pledge or otherwise dispose of any Collateral without (x) obtaining the prior written consent of Secured Party and (y) entering into such agreements as Secured Party may in its sole discretion require to ensure the continued priority and perfection of its lien on such Collateral; provided that notwithstanding the foregoing, but subject in each case to Section 2.03 of the FSC Voting Agreement, (A) Pledgor shall be entitled to sell or otherwise dispose of the Collateral Shares provided that the proceeds of such sale or disposition are deposited directly to and remain in the Collateral Account and are not reinvested except in US treasuries that would mature in two years or less and (B) Pledgor shall be entitled to withdraw dividends and interest paid on Collateral Shares so long as, as of the date of such release, (i) the amount withdrawn does not exceed the aggregate amount of dividends and interest on the Collateral deposited into the Collateral Account and not previously withdrawn and (ii) Pledgor has no actual knowledge that the FSC Indemnified Parties will (x) suffer any BDC Existing Investigation Defense Costs in excess of the amount in the BDC Escrow Fund as of the date thereof (less the sum of the aggregate amount, if any, of any Outstanding BDC Claims) and/or (y) suffer a BDC Net Loss, in each case that is indemnifiable pursuant to Article VIII of the Purchase Agreement and in an amount that exceeds the aggregate value of the FSC Collateral Shares (as calculated using the average closing price of such FSC Shares over the five (5) business days prior to the date of such contemplated release). Secured Party agrees to use commercially reasonable efforts to cooperate with the Pledgor, including providing any instruction reasonably required by the Securities Intermediary (as defined in the Control Agreement), to effect any permitted withdrawal of cash or Collateral Shares pursuant to this Section 6(f).

7. **[Reserved]**.

8. **Power of Attorney**. Pledgor, in such capacity, hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority, in the name of Pledgor or in its own name, to take upon the occurrence and during the continuance of an Indemnification Trigger Event (but subject to the Standstill), any and all action and to execute any and all documents and instruments that Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Security Agreement, including, without limitation, selling any of the Collateral on behalf of Pledgor as agent or attorney in fact

[2] Control Agreement to be agreed to as between Secured Party, Pledgor and Morgan Stanley, as securities intermediary.

for Pledgor, in the name of Pledgor and applying the proceeds received therefrom in fulfillment of the Secured Obligations (it being understood that such actions may only be taken with respect to the Collateral necessary to repay the Secured Obligations then due and owing); *provided* that nothing in this Section 8 shall be construed to obligate Secured Party to take any action hereunder nor shall Secured Party be liable to Pledgor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest, is irrevocable, and shall continue until the Specified Survival Date. Without limiting the generality of the foregoing, so long as Secured Party shall be entitled under Section 9 to make collections in respect of the Collateral, Secured Party shall have the right and power to receive, endorse and collect all checks made payable to the order of Pledgor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

9. **Remedies**.

(a) Upon the occurrence and during the continuance of an Indemnification Trigger Event (but subject to the Standstill), Secured Party may (1) deliver a Notice of Exclusive Control (as defined in the Control Agreement) and (2) take any of the following actions: provide any entitlement orders relating to the Collateral Account (including, without limitation, to effect the transfer of any Collateral from the Collateral Account); take control of proceeds, including stock received as dividends or by reason of stock splits; release the Collateral in its possession to Pledgor, temporarily or otherwise; take control of funds generated by the Collateral, such as cash dividends, interest and proceeds, and use the same to reduce any part of the Secured Obligations and exercise all other rights that an owner of such Collateral may exercise; and at any time transfer any of the Collateral or evidence thereof into its own name or that of its nominee (such actions described in this sub-clause (2) collectively, the "***Foreclosure Actions***"); provided that Secured Party agrees (i) not to take any Foreclosure Action until (x) the second ($2^{nd}$) Business Day after the date of such Indemnification Trigger Event, if Pledgor notifies Secured Party of its intention to apply cash from the Collateral Account to satisfy the Indemnifiable Loss and/or (y) the tenth ($10^{th}$) Business Day after such Indemnification Trigger Event if the action to be taken is with respect to any of the Collateral other than cash (such period, the "***Standstill***") and (ii) that such Foreclosure Actions may only be taken with respect to the Collateral necessary to repay the Secured Obligations then due and owing. Secured Party agrees to use commercially reasonable efforts to cooperate with the Pledgor, including providing any instruction reasonably required by the Securities Intermediary, to effect any withdrawal of Collateral in connection with the provisions of the Standstill described above. Secured Party shall not be liable for failure to collect any account or instruments, or for any act or omission on the part of Secured Party, its officers, agents or employees, except for any act or omission arising out of their own willful misconduct, gross negligence or fraud. The foregoing rights and powers of Secured Party will be in addition to, and not a limitation upon, any rights and powers of Secured Party or Buyer, as applicable, given by law, elsewhere in this Security Agreement, the Purchase Agreement or otherwise, subject in each case to the Standstill and the terms of the Purchase Agreement. Notwithstanding anything to the contrary contained herein or in the Control Agreement, Secured Party agrees to withdraw any cash or liquid securities (other than, for the avoidance of doubt, the Collateral Shares) held in the Collateral Account prior to withdrawing any other Collateral.

(b) In addition to and not in lieu of the rights set forth in Section 9(a), upon the occurrence and during the continuance of an Indemnification Trigger Event (but subject to the Standstill), Secured Party may, without notice of any kind, which Pledgor hereby expressly waives (except for any notice required under this Security Agreement or the Purchase Agreement or any notice that may not be waived under applicable law), at any time thereafter exercise and/or enforce any of the following rights and the remedies, at Secured Party's option:

(i) Deliver or cause to be delivered from the Collateral Account to itself or to an Affiliate, Collateral Shares (or security entitlements in respect thereof) and any other Collateral;

(ii) Demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, and otherwise exercise all of Pledgor's rights with respect to any and all of the Collateral, in its own name, in the name of Pledgor or otherwise; *provided* that Secured Party shall have no obligation to take any of the foregoing actions; and

(iii) Sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places and at such time or times as Secured Party deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, upon such terms and conditions as it deems advisable, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required by applicable law and cannot be waived), and Secured Party may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale or at one or more private sales and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Pledgor. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned,

in each case of the foregoing clauses (i), (ii) and (iii), it being understood that such actions may only be taken with respect to the Collateral necessary to repay the Secured Obligations then due and owing.

(c) Pledgor specifically understands and agrees that any sale by Secured Party of all or part of the Collateral pursuant to the terms of this Security Agreement may be effected by Secured Party at times and in manners that could result in the proceeds of such sale being significantly and materially less than might have been received if such sale had occurred at different times or in different manners, and Pledgor hereby releases Secured Party and its officers and representatives from and against any and all obligations and liabilities arising out of or related to the timing or manner of any such sale, to the extent permitted under applicable law. Without limiting the generality of the foregoing, if, in the reasonable opinion of Secured Party, there is any question that a

public sale or distribution of any Collateral will violate any state or federal securities law, including without limitation, the Securities Act, Secured Party may offer and sell such Collateral in a transaction exempt from registration under the Securities Act and/or who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof, and any such sale made in good faith by Secured Party shall be deemed "commercially reasonable". Furthermore, Pledgor acknowledges that any such restricted or private sales may be at prices and on terms less favorable to Pledgor than those obtainable through a public sale without such restrictions, and agrees such sales shall not be considered to be not commercially reasonable solely because they are so conducted on a restricted or private basis. Pledgor further acknowledges that any specific disclaimer of any warranty of title or the like by Secured Party will not be considered to adversely affect the commercial reasonableness of any sale of Collateral. The parties agree and acknowledge that the foregoing actions described in this Section 9(c) may only be taken with respect to the Collateral necessary to repay the Secured Obligations then due and owing.

(d) If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 9 are insufficient to cover the costs and expenses of such sale, collection or realization and the payment in full of the Secured Obligations, Secured Party may continue to enforce its remedies under this Security Agreement and the Purchase Agreement to collect the deficiency, subject in all cases to the terms of the Purchase Agreement.

(e) Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if it exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third Person, exercises reasonable care in the selection of the bailee or other third Person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Pledgor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

(f) If Secured Party shall determine to exercise its right to sell all or any portion of the Collateral pursuant to this Section 9, Pledgor agrees that, upon the reasonable request of Secured Party, Pledgor will, at its own expense:

(i) execute and deliver, to any Person or Governmental Authority, as Secured Party may choose, any and all documents and writings that, in Secured Party's reasonable judgment, may be required by any Governmental Entity located in any city, county, state or country where Pledgor or any Issuer engages in business in order to permit the transfer of, or to more effectively or efficiently transfer, the Collateral or otherwise enforce Secured Party's rights hereunder; and

(ii) do or cause to be done all such other acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

(g) Except as otherwise expressly provided in this Security Agreement, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash held by Secured Party as Collateral, following the occurrence, and during the continuance, of an Indemnification Trigger Event (but subject to the Standstill) shall be applied by Secured Party to fulfill the Secured Obligations.

(h) Pledgor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 9 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 9 may be specifically enforced.

10. **General**.

(a) Successors and Assigns. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Pledgor may not assign or otherwise transfer any of its rights or obligations hereunder or the Purchase Agreement without the prior written consent of Secured Party (and any attempted assignment or transfer by Pledgor without such consent shall be null and void).

(b) No Waiver. No failure or delay by Secured Party or Buyer, as applicable, in exercising any right or power hereunder or under the Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Secured Party and Buyer, as applicable, hereunder and under the Purchase Agreement are cumulative and are not exclusive of any rights or remedies that it would otherwise have. No notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

(c) Continuing Agreement; Release of Collateral. This Security Agreement shall constitute a continuing agreement and shall continue in effect until the Specified Survival Date, at which time the Collateral shall automatically be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Pledgor; provided that Secured Party shall deliver a notice pursuant to the Section 10 of the Control Agreement to the Securities Intermediary terminating the Control Agreement. At the request and sole expense of Pledgor following any such termination, Secured Party shall deliver to Pledgor any Collateral held by Secured Party hereunder, and execute and deliver to

Pledgor such documents as Pledgor shall reasonably request to evidence such termination, including notice to any securities intermediary terminating the Control Agreement and authorization of the filing of any UCC-3 financing statements. No Collateral shall be released prior to the Specified Survival Date except as otherwise expressly provided hereunder or under the Control Agreement or otherwise agreed to by Secured Party. Notwithstanding the foregoing, if at any time, any payment in respect of the Secured Obligations is rescinded or must be otherwise restored by any holder of any of the Secured Obligations, whether as a result of any proceedings in insolvency, bankruptcy or reorganization or otherwise, the rights and obligations of the parties hereunder, and the liens of Secured Party on the Collateral, shall be automatically reinstated and Pledgor shall promptly deliver any documentation reasonably requested by Secured Party to evidence such reinstatement. This Section 10(c) shall survive the termination of this Security Agreement.

(d) Definitions. Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Security Agreement; if UCC definitions conflict, Article 8 and/or 9 definitions apply.

(e) Notice. Each notice to, or other communication with, any party hereunder shall be given to such party as follows:

if to Secured Party, to:

Fifth Street Finance Corp.
777 West Putnam Avenue, 3rd Floor
Greenwich, CT 06830
Tel: (203) 681-6800
Fax: [●]
Attention: [●]

with a copy (which shall not constitute notice hereunder and may be transmitted by email) to:

Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th floor
Los Angeles, CA 90071
Tel: [●]
Fax: (213) 830-6293
Attention (email): Matt Pendo (mpendo@oaktreecapital.com)

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Fax: (212) 455-2502
Attention (email): Gary I. Horowitz (ghorowitz@stblaw.com)

and

Simpson Thacher & Bartlett LLP
900 G Street, NW
Washington, DC 20001
Fax: (202) 636-5502
Attention (email): Rajib Chanda (rajib.chanda@stblaw.com)

if to Pledgor, to:

Fifth Street Holdings L.P.
777 West Putnam Avenue, 3rd Floor
Greenwich, CT 06830
Tel: (203) 681-6800
Fax: [●]
Attention: [●]

with a copy (which shall not constitute notice hereunder and may be transmitted by email) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Fax: (212) 735-2000
Attention (email): Todd E. Freed (Todd.Freed@skadden.com)
Jon A. Hlafter (Jon.Hlafter@skadden.com)

Each notice, request or other communications given to any party hereunder shall be in writing and be deemed given and received (a) if delivered in person, on the date delivered, (b) if transmitted by facsimile (*provided* receipt is confirmed by telephone), on the date sent, (c) if delivered by an express courier, on the second (2nd) business day after mailing and (d) if transmitted by email, on the date sent, in each case, to the parties at the following addresses (or at such other address for a party as is specified to the other parties hereto by like notice).

(f) Modifications. This Security Agreement may not be amended, altered or modified except by written instrument executed by each of the parties hereto. The provisions of this Security Agreement shall not be modified or limited by course of conduct or usage of trade.

(g) Financing Statement. Pledgor hereby irrevocably authorizes Secured Party (or its designee) at any time and from time to time to file in any jurisdiction any financing or continuation statement and amendment thereto or any registration of charge, mortgage or otherwise, containing any information required under the UCC or the law of any other applicable jurisdiction (in each case without the signature of Pledgor to the extent permitted by applicable law), necessary or appropriate in the judgment of Secured Party to perfect or evidence its security interest in and lien on the Collateral which describes the Collateral as set forth on Exhibit A hereto. Pledgor agrees to provide to Secured

Party (or its designees) any and all information required under the UCC or the law of any other applicable jurisdiction for the effective filing of a financing statement and/or any amendment thereto or any registration of charge, mortgage or otherwise.

(h) Counterparts; Integration; Effectiveness. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Security Agreement, the Purchase Agreement, the Control Agreement and the FSC Voting Agreement constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. This Security Agreement shall become effective when it shall have been executed by Secured Party and when Secured Party shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or electronic transmission shall be effective as delivery of an original executed counterpart of such signature page.

(i) Severability. Any provision of this Security Agreement or the Purchase Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(j) Conflicts. In the event of any conflict between the provisions of this Security Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

(k) Governing Law; Submission to Jurisdiction. The provisions of Sections 10.9 and 10.10 of the Purchase Agreement shall apply *mutatis mutandis* to this Security Agreement as if such provisions were fully set forth herein.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

**PLEDGOR**:

FIFTH STREET HOLDINGS L.P.

By: _____
Name:
Title:

[*Signature Page to Security Agreement*]

**SECURED PARTY**:

FIFTH STREET FINANCE CORP.

By: _____
Name:
Title:

[*Signature Page to Security Agreement*]