EXHIBIT E
(Second Amendment to Prepetition Credit Agreement)
SECOND AMENDMENT AND WAIVER 
TO FINANCING AGREEMENT

THIS SECOND AMENDMENT AND WAIVER TO FINANCING AGREEMENT (this “Amendment”), dated as of November 20, 2019, is by and among BORDEN DAIRY COMPANY, a Delaware corporation (the “Borrower”), the other Loan Parties hereto, the Lenders (as defined below), and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as collateral agent and administrative agent for the Lenders (in such capacities, the “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Amended Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Borrower, the other Loan Parties, the financial institutions from time to time party thereto as lenders (collectively, the “Lenders”), and the Agent are parties to that certain Financing Agreement dated as of July 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Loan Parties have requested that the Agent and the Lenders (i) waive as an Event of Default the violation as of October 28, 2019 of Section 7.03(c) of the Credit Agreement and (ii) amend certain provisions of the Credit Agreement, and the Agent and the Lenders signatory hereto, which collectively constitute Required Lenders, have agreed to provide such waiver and make such amendments, in each case, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
AMENDMENTS TO CREDIT AGREEMENT

1.1 Amendments to Credit Agreement. Effective as of the Second Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as hereafter provided (the Credit Agreement as so modified, the “Amended Credit Agreement”):

(a) Section 1.01. Definitions. Section 1.01 of the Credit Agreement is amended by (i) adding the new defined terms Maximum Revolving Loan Commitment, PNCEF Loans, Revolving Credit Increase Period, Second Amendment and Second Amendment Effective Date and (ii) deleting the existing defined terms Borrowing Base, Maximum Revolving Loan Amount and Revolving Loan Maximum Amount, each in its entirety, and substituting the following in lieu thereof, respectively, in each case in the appropriate alphabetical order:

“Borrowing Base” means, at any date of determination, the lesser of (a) the total of (i) 85% of the Borrowers’ Eligible Accounts Receivable at such time, plus (ii) 65% of the Borrowers’ Eligible Inventory at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis, plus (iii) 100% of Eligible Cash
denominated in Dollars, less (iv) the aggregate amount of the accrued payables then owing to Food Products Sellers to the extent the underlying obligation of the applicable Borrower in respect of each such payable (calculated in the aggregate as to all such payables) is secured by a lien on, or trust applicable to, any Accounts Receivable or Inventory of such Borrower (or other assets of such Borrower included in the Borrowing Base) pursuant to applicable Food Products Laws, calculated as of the last day of the week preceding such date of determination, as reflected in the weekly report required to be delivered by the Borrowers to the Administrative Agent and the FS Representative pursuant to Section 7.01(a)(vi) of this Agreement (provided that, to the extent the aggregate amount of such accrued payables described in the foregoing clause (iv) has been paid or otherwise reduced prior to the delivery of the applicable Borrowing Base Certificate, the Borrowing Base, as reported in such Borrowing Base Certificate, may be adjusted to reflect such reduction in such accrued payables), and (b) the Maximum Revolving Loan Amount, in each case minus (without duplication) Reserves. The Administrative Agent or Collateral Agent, in its Permitted Discretion and upon three days prior notice thereof, in the case of the establishment or upward adjustment (by way of an increase) of a Bank Product Reserve, or ten (10) days’ prior notice thereof, in the case of the establishment or upward adjustment (by way of an increase) of any other Reserve (except, in each case, if an Event of Default is continuing, in which case no such notice shall be required) may establish or so adjust Reserves or reduce one or more elements used in computing the Borrowing Base; provided that no notice shall be required for such adjustments of Reserves (1) relating to unpaid interest, Swap Obligations or Food Products or (2) to the extent it is established or increased in response to Borrower’s failure to promptly disclose the matter in which such Reserve is being established or increased. The Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 7.01(a)(vi) of this Agreement.

“Maximum Revolving Loan Amount” means (i) at all times other than during the Revolving Credit Increase Period, $60,000,000 and (ii) during the Revolving Credit Increase Period only, $70,000,000.

“Maximum Revolving Loan Commitment” means the aggregate amount of the Revolving Credit Commitments of all Revolving Loan Lenders.

“PNCEF Loans” has the meaning ascribed to such term in Section 5.02(c) hereof.

“Revolving Credit Increase Period” means the period commencing on the Second Amendment Effective Date and ending on the date that is 90 days after the Second Amendment Effective Date.

“Revolving Loan Maximum Amount” means an amount equal to (i) at all times other than during the Revolving Credit Increase Period, $66,000,000 and (ii) during the Revolving Credit Increase Period only, $77,000,000.
“Second Amendment” means that certain Second Amendment and Waiver to Financing Agreement, dated as of November 20, 2019, by and among the Borrower, the other Loan Parties thereto, the Lenders and the Agent.

“Second Amendment Effective Date” means the later to occur of November 20, 2019 and the date on which all of the conditions precedent to the effectiveness of the Second Amendment shall have been satisfied.

(b) Section 2.04(a) Interest. Section 2.04(a) of the Credit Agreement is deleted in its entirety, and the following is substituted in lieu thereof:

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, each Revolving Loan, shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each such Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate. Each such Revolving Loan that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the applicable LIBOR Rate for the Interest Period in effect for such Loan plus (i) at all times other than during the Revolving Credit Increase Period, 2.00% and (ii) during the Revolving Credit Increase Period only (A) 2% with respect to all LIBOR Rate Loans other than those described in the following clause (B), and (B) 4% with respect to such LIBOR Rate Loans, the aggregate principal amount of which, outstanding as of any date of determination during the Revolving Credit Increase Period, equals $10,000,000, it being understood that for purposes of such determination, the first $10,000,000 of LIBOR Rate Loans outstanding on such date shall be deemed to be the LIBOR Rate Loans subject to such applicable LIBOR Rate plus the interest rate margin set forth in this clause (B).

(c) Section 5.02(c) Adjusted Availability. Section 5.02(c) of the Credit Agreement is deleted in its entirety, and the following is substituted in lieu thereof:

In the event that PNC Equipment Finance, LLC (“PNCEF”) shall have made loans or advances to Borden Dairy Company of Texas, LLC (“Borden Texas”) pursuant to that certain Master Lease Agreement between PNCEF and Borden Texas, dated as of August 15, 2019, or the Progress Payment Addendum, dated August 15, 2019, attached thereto (such loans and advances, the “PNCEF Loans”) then, to the extent any such PNCEF Loan is outstanding on any date of determination, after giving effect to all Revolving Loans requested to be made on such date and the Letters of Credit required to be issued on such date, Adjusted Availability shall not be less than the Minimum Adjusted Availability Amount.
(d) **Section 7.01(a) Reporting Requirements.** Section 7.01(a)(vi) of the Credit Agreement is deleted in its entirety, and the following is substituted in lieu thereof:

(vi) as soon as available and in any event (I) within 22 days after the end of each Fiscal Four Week Period of Parent and its Subsidiaries commencing with the first Fiscal Four Week Period of Parent and its Subsidiaries ending after the First Amendment Effective Date, a Borrowing Base Certificate, current as of the close of business on the last Business Day of the most recently ended Fiscal Four Week Period, and (II) no later than Tuesday of each calendar week, commencing with the first Tuesday after the Second Amendment Effective Date, (x) a sales report/roll forward of Accounts Receivable for the prior calendar week, and (y) an accrued payables report, setting forth as of Friday of the prior calendar week Borrower’s best estimate of the aggregate amount of accrued payables then owing to Food Products Sellers to the extent such payables are secured by a lien on, or trust applicable to, any Accounts Receivable or Inventory of each applicable Borrower (or other assets of such Borrower included in the Borrowing Base) pursuant to applicable Food Products Laws, and in the case of each of the preceding clauses (I) and (II), supported by schedules showing the derivation thereof and containing such detail and other information the Administrative Agent may reasonably request from time to time; provided that (A) the Borrowing Base set forth in the Borrowing Base Certificate shall be effective from and including the date such Borrowing Base Certificate is duly received by the Administrative Agent but not including the date on which a subsequent Borrowing Base Certificate is received by the Administrative Agent, unless the Administrative Agent disputes the eligibility of any property included in the calculation of the Borrowing Base or the valuation thereof by notice of such dispute to the Administrative Borrower, provided further that except to the extent the Borrowers are otherwise required to do so pursuant to the preceding clause (II), the Borrowers at their discretion may provide an updated Borrowing Base Certificate establishing a new Borrowing Base level based on a report of weekly or daily application of sales, cash and credits on Accounts Receivable of the Borrowers and weekly change in volume and value of Inventory of the Borrowers and (B) in the event of any dispute about the Eligibility of any property included in the calculation of the Borrowing Base or the valuation thereof, the Administrative Agent’s good faith judgment shall control;

(e) **Section 7.03(c) Minimum Adjusted Availability.** Section 7.03(c) of the Credit Agreement is deleted in its entirety, and the following is substituted in lieu thereof:

At all times while any PNCEF Loan is outstanding and any Loan or Letter of Credit is outstanding hereunder, Adjusted Availability shall be greater than the Minimum Adjusted Availability Amount.
ARTICLE II.
CONDITIONS TO EFFECTIVENESS

2.1 Closing Conditions. This Amendment shall be deemed effective as of the date (the “Second Amendment Effective Date”) on which the following conditions shall have been satisfied:

(a) Executed Amendment. The Agent and the Lenders shall have received a copy of this Amendment duly executed by each of the Loan Parties, the Agent and the Lenders that collectively constitute Required Lenders.

(b) Representations and Warranties. The representations and warranties set forth herein and in the Amended Credit Agreement and in each other Loan Document, certificate or other writing delivered to the Agent or any Lender pursuant hereto or thereto on or prior to the Second Amendment Effective Date shall be true and correct in all material respects (except as otherwise described in clause (c) below, and except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof (including the representations and warranties set forth in the final sentence of Section 6.01(g)(i) of the Amended Credit Agreement, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(c) No Default. After giving effect to this Amendment, no Default or Event of Default, other than the Specified Default, as defined in Section 3.15 of this Amendment, shall have occurred and be continuing or would result from this Amendment becoming effective in accordance with its terms.

(d) Accommodation Fee; General Fees. The Loan Parties shall have paid (i) to the Agent, for the account of the Revolving Loan Lenders, in cash, a non-refundable accommodation fee in the amount of $50,000, which fee may be charged on the date of this Amendment to the Loan Account as a Revolving Loan and (ii) all accrued and outstanding fees, costs and expenses of the Agent and the Lenders in accordance with Section 12.04 of the Credit Agreement (including accrued and outstanding fees and expenses of King & Spalding LLP, counsel to the Lenders and Blank Rome LLP, counsel to Agent).

(e) PNC Operating Lease. PNC Equipment Finance, LLC (“PNCEF”) shall have given written notice, in form and substance reasonably satisfactory to the Agent and the
Lenders, to Borden Dairy Company of Texas, LLC (“Borden Texas”) that effective no later than the Second Amendment Effective Date, no loans or advances shall be made by PNCEF to Borden Texas pursuant to that certain Master Lease Agreement between PNCEF and Borden Texas, dated as of August 15, 2019, or the Progress Payment Addendum, dated August 15, 2019, attached thereto.

ARTICLE III.
MISCELLANEOUS

3.1 **Amended Terms.** On and after the Second Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

3.2 **Representations and Warranties of the Loan Parties.** Each Loan Party represents and warrants as follows:

(a) **Organization, Good Standing, Etc.** Each Loan Party and each of its Subsidiaries (i) is a corporation, limited liability company or limited partnership or other foreign business entity duly organized, validly existing and, where applicable, in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Amendment, and to consummate the transactions contemplated hereby and by the Amended Credit Agreement, and (iii) is duly qualified to do business and, where applicable, is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, other than a jurisdiction where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) **Authorization, Etc.** The execution, delivery and performance by each Loan Party of this Amendment and the Amended Credit Agreement (i) have been duly authorized by all necessary action, (ii) do not contravene any applicable Requirement of Law in any material respect or any of its Governing Documents or any material Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) **Governmental Approvals.** No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance, as applicable, by any Loan Party of this Amendment and/or the Amended Credit Agreement other than authorizations, approvals, notices, filings or other actions that have been obtained and that are still in force and effect.
(d) **Enforceability of Loan Documents.** Each of this Amendment and the Amended Credit Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally.

3.3 **Reaffirmation of Obligations.** Each Loan Party hereby ratifies the Amended Credit Agreement and the other Loan Documents and acknowledges and reaffirms (a) that it is bound by all terms of the Amended Credit Agreement and the other Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations.

3.4 **Loan Document.** This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

3.5 **Expenses.** The Borrower agrees to pay all reasonable costs and expenses of the Agent and the Lenders in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of King & Spalding LLP, counsel to the Lenders, and Blank Rome LLP, counsel to the Agent.

3.6 **Further Assurances.** The Loan Parties agree to promptly take such action, upon the request of the Agent or the Required Lenders as is necessary to carry out the intent of this Amendment.

3.7 **Severability.** Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

3.8 ** Entirety.** The Amended Credit Agreement and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.9 **Headings.** Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

3.10 ** Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **General Release.** In consideration of the willingness of the Agent and the Required Lenders to enter into this Amendment, each Loan Party hereby fully, finally unconditionally and irrevocably releases and forever discharges the Agent, the Lenders and the Agent’s and the Lender’s respective predecessors, successors, assigns, officers, managers, directors, employees, agents, attorneys, representatives, and Affiliates (hereinafter all of the above collectively referred to as the “Bank Group”), from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions and causes of action of any nature whatsoever,
including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which any Loan Party, on or prior the date hereof, may have or claim to have against any of the Bank Group in any way related to or connected with this Amendment, the Credit Agreement, the other Loan Documents and the transactions governed thereby.

3.12 Governing Law; Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The governing law, consent to jurisdiction, service of process and venue, and waiver of jury trial provisions set forth in Sections 12.09-12.11 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

3.13 Agent Authorization. Each of the undersigned Lenders, which together constitute the Required Lenders, hereby authorizes the Agent to execute and deliver this Amendment and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Amendment.

3.14 Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

3.15 Waiver of Specified Default. The Borrower has advised the Agent and the Lenders that on more than one occasion, including on October 28, 2019, the Borrowers failed to maintain Adjusted Availability of greater than the Minimum Adjusted Availability Amount required to be maintained pursuant to Section 7.03(c) of the Credit Agreement. Each such failure constitutes an Event of Default under Section 9.01(c) of the Credit Agreement (collectively, the “Specified Default”). The Lenders hereby agree to waive the Specified Default as an Event of Default under the Credit Agreement, provided that nothing contained herein shall be deemed to constitute a waiver of any other Event of Default now in existence, whether or not known by the Agent or any Lender, or any future Event of Default whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

BORDEN DAIRY COMPANY

[Signatures]

Name: Jason Monaco
Title: CFO
GUARANTORS:

BORDEAN DAIRY HOLDINGS, LLC
NATIONAL DAIRY, LLC
BORDEAN DAIRY COMPANY OF CINCINNATI, LLC
BORDEAN TRANSPORT COMPANY OF CINCINNATI, LLC
BORDEAN DAIRY COMPANY OF OHIO, LLC
BORDEAN TRANSPORT COMPANY OF OHIO, LLC
BORDEAN DAIRY COMPANY OF MADISONVILLE, LLC
RGC, LLC
CLAIMS ADJUSTING SERVICES, LLC
BORDEAN DAIRY COMPANY OF ALABAMA, LLC
BORDEAN DAIRY COMPANY OF TEXAS, LLC
BORDEAN DAIRY COMPANY OF SOUTH CAROLINA, LLC
NDH TRANSPORT, LLC
BORDEAN DAIRY COMPANY OF LOUISIANA, LLC
BORDEAN DAIRY COMPANY OF KENTUCKY, LLC
BORDEAN DAIRY COMPANY OF FLORIDA, LLC
GEORGIA SOFT SERVE DELIGHTS, LLC

By:  
Name: JASON MONACO  
Title: CFO
COLLATERAL AGENT, ADMINISTRATIVE AGENT AND LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Jacqueline Mckendle
Title: SVP
FS KKR MM CLO 1 LLC
By: 
Name: Jessica Woolf
Title: Authorized Signatory

FS INVESTMENT CORPORATION II
By: 
Name: Jessica Woolf
Title: Authorized Signatory
SCHEDULE 1.01(A)

LENDERS AND LENDERS’ COMMITMENTS

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