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| [**Document Identifier** (e.g., FSInvestmentCORP INVESTMENT MANAGEMENT AGR (aka 371))] | |
| **Title** | INVESTMENT MANAGEMENT AGREEMENT |
| **Parties** | BROAD STREET FUNDING LLC (“Company  FS INVESTMENT CORPORATION(“Investment Manager”) |
| **Date** | March 10, 2010 |
| **Assignment** | |
| Notwithstanding the above and Section 17, the Investment Manager shall be permitted to assign any or all of its rights and delegate any or all of its obligations to an Affiliate reasonably acceptable to the Lender that (i) will professionally and competently perform duties similar to those imposed upon the Investment Manager under this Agreement and (ii) is legally qualified and has the capacity to act as the Investment Manager under this Agreement. The Investment Manager shall not be liable for any consequential damages hereunder. (pg 14–15/20) | |
| No assignment of this Agreement by the Investment Manager (including, without limitation, a change in control or management of the Investment Manager which would be deemed an "assignment" under the United States Advisers Act of 1940, as amended) shall be made without the consent of the Company and the Lender. (pg 17/20) | |
| **Change of Control** | |
| No assignment of this Agreement by the Investment Manager (including, without limitation, a change in control or management of the Investment Manager which would be deemed an "assignment" under the United States Advisers Act of 1940, as amended) shall be made without the consent of the Company and the Lender. (pg 17/20) | |
| **Term** | |
| 10. Term. This Agreement shall become effective on the date hereof and shall continue unless terminated as hereinafter provided. (pg 12/20) | |
| **Amendment** | |
| (g) This Agreement may not be amended or modified or any provision thereof waived except by an instrument in writing signed by the parties hereto. (pg 17/20) | |
| **Confidentiality** | |
| The Investment Manager shall, and shall cause its Affiliates to, keep confidential any and all information obtained in connection with the services rendered hereunder and shall not disclose any such information to non affiliated third parties except (i) with the prior written consent of the Company, (ii) as required by law, regulation, court order or the rules or regulations of any self regulating organization, body or official having jurisdiction over the Investment Manager, (iii) to its professional advisers, (iv) such information as shall have been publicly disclosed other than in violation of this Agreement, (v) the identification of the Company as a client of the Investment Manager, (vi) information related to the performance of the Investment Manager, (vii) information furnished in connection with any successor investment manager or assignee, or any agent that has been assigned duties in accordance with this Agreement, or (viii) such information that was or is obtained by the Investment Manager on a non confidential basis; provided that the Investment Manager does not know or have reason to know, after due inquiry, of any breach by such source of any confidentiality obligations with respect thereto. For purposes of this Section 9, the Lender shall in no event be considered a "non affiliated third party," and the Investment Manager may disclose any of the aforementioned information to the Lender insofar as such information relates to Fund Investments under the Credit Agreement. (pg 11–12/20) | |
| **Governing Law** | |
| New York (pg 17/20) | |