

**Item 77(C)**

**RESULTS OF THE SPECIAL MEETING**

A Special Meeting of Shareholders of the Fund was held on February 29, 2012 at the offices of the Fund at 11 Hanover Square, 12th Floor, New York, New York 10005, for the following purposes:

1. To change the Fund's business from an investment company to an operating company that will own, operate, manage, acquire, develop and redevelop professionally managed self storage facilities and, in connection therewith, to amend the Fund's fundamental investment restrictions to permit the Fund to pursue its new business.

<u>For</u>	<u>Against</u>	<u>Abstained</u>
3,469,269	1,586,628	111,633

2. To amend the Fund's Articles of Incorporation to impose certain limits and restrictions on ownership and transferability relating to the Fund's capital stock in order to comply with certain federal tax requirements applicable to real estate investment trusts.

<u>For</u>	<u>Against</u>	<u>Abstained</u>
3,496,781	1,555,590	115,159

**Item 77(I)**

GLOBAL INCOME FUND, INC.

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,  
as Rights Agent

RIGHTS AGREEMENT

Dated as of August 14, 2012

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## RIGHTS AGREEMENT

Rights Agreement, dated as of August 14, 2012, between Global Income Fund, Inc., a Maryland corporation (the “Company”), and American Stock Transfer & Trust Company, LLC, as Rights Agent (the “Rights Agent”).

WHEREAS, the Board of Directors of the Company has authorized and declared a dividend of one right (a “Right”) for each Common Share (as hereinafter defined) of the Company outstanding at the Close of Business (as hereinafter defined) on August 14, 2012 (the “Record Date”), each Right representing the right to purchase six (6) Common Shares, upon the terms and subject to the conditions herein set forth, and has further authorized and directed the issuance of one Right with respect to each Common Share that is or shall become outstanding between the Record Date and the earliest of the Distribution Date, the Redemption Date and the Final Expiration Date (as such terms are hereinafter defined).

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

**Section 1. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings indicated:

(a) “Acquiring Person” shall mean any Person (as such term is hereinafter defined) who or which, together with all Affiliates and Associates (as such terms are hereinafter defined) of such Person, shall be the Beneficial Owner (as such term is hereinafter defined) of 22% or more of the Common Shares of the Company then outstanding, but shall not include the Company. Notwithstanding the foregoing, no Person shall be or become an Acquiring Person as the result of an acquisition of Common Shares of the Company by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person to 22% or more of the Common Shares of the Company then outstanding; provided, however, that if a Person shall be or become the Beneficial Owner of 22% or more of the Common Shares of the Company then outstanding by reason of share purchases by the Company and shall thereafter become the Beneficial Owner of any additional Common Shares of the Company, then such Person shall be deemed to be an Acquiring Person. Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an Acquiring Person, as defined pursuant to the foregoing provisions of this paragraph (a), has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Common Shares of the Company so that such Person would no longer be an Acquiring Person, as defined pursuant to the foregoing provisions of this paragraph (a), then such Person shall not be deemed to be an Acquiring Person for any purposes of this Agreement.

(b) “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as in effect on the date of this Agreement.

(c) “Applicable Percentage” shall mean 20% of the outstanding Common Shares of the Company; provided, however, if a Person has filed a Schedule 13D or 13G under the Exchange Act, or an amendment thereto (or any comparable or successor report), no later than three days after the Record Date that establishes that such Person beneficially owns more than 20% of the Company’s outstanding Common Shares as of the Record Date, then the Applicable Percentage shall equal the percentage of such Common Shares of the Company beneficially owned by such Person on the Record Date, rounded up to the next highest one-tenth of 1%.

(d) A Person shall be deemed the “Beneficial Owner” of, and shall be deemed to “beneficially own”, any securities:

- (i) which such Person or any of such Person’s Affiliates or Associates beneficially owns, directly or indirectly;
- (ii) which such Person or any of such Person’s Affiliates or Associates has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights (other than these Rights), warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person’s Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or (B) the sole or shared right to vote pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security if the agreement, arrangement or understanding to vote such security (1) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (2) is not also then reportable on Schedule 13D or 13G under the Exchange Act (or any comparable or successor report);
- (iii) which are beneficially owned, directly or indirectly, by any other Person with whom such Person or any of such Person’s Affiliates or Associates has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except to the extent contemplated by the proviso to Section 1(d)(ii)(B)), investing in or disposing of any securities of the Company;
- (iv) represented in a filing on Schedule 13D or 13G under the Exchange Act or an amendment thereto (or any comparable or successor report), which was filed on behalf of such Person, whether or not which such Person is identified as a “Reporting Person” therein; or

- (v) represented in a filing on Schedule 13D or 13G under the Exchange Act or an amendment thereto (or any comparable or successor report), on which such Person is identified as a “Reporting Person,” regardless of whether such Person disclaims beneficial ownership therein.

Notwithstanding anything in this definition of Beneficial Owner to the contrary, the phrase “then outstanding,” when used with reference to a Person’s beneficial ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to own beneficially hereunder.

Notwithstanding the foregoing, none of the Company’s directors or officers shall be deemed to be the Beneficial Owner of, or to beneficially own, any Common Shares of the Company owned by any other director or officer of the Company solely by virtue of such persons acting in their capacities as such, including, without limitation, in connection with any formulation and publication of the recommendation of the Board of Directors of the Company of a position, and any actions taken in furtherance thereof, with respect to any acquisition proposal relating to the Company, a tender or exchange offer for any Common Shares of the Company or any solicitation of proxies with respect to any Common Shares of the Company.

(e) “Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

(f) “Close of Business” on any given date shall mean 5:00 P.M. New York time, on such date; provided, however, that if such date is not a Business Day it shall mean 5:00 P.M. New York time, on the next succeeding Business Day.

(g) “Common Shares” when used with reference to the Company shall mean the shares of common stock, par value \$0.01 per share, of the Company. “Common Shares” when used with reference to any Person other than the Company shall mean the capital stock (or equity interest) with the greatest voting power of such other Person or, if such other Person is a Subsidiary of another Person, the Person or Persons which ultimately control such first mentioned Person.

(h) “Distribution Date” shall have the meaning set forth in Section 3(a) hereof.

(i) “Final Expiration Date” shall have the meaning set forth in Section 7(a) hereof.

(j) “Person” shall mean (i) any individual, firm, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity, or (ii) Beneficial Owners of Common Shares of the Company, individually and collectively, whose Common Shares are represented in a filing on Schedule 13D or 13G under the Exchange Act or an amendment thereto (or any comparable or successor report), together with any other “Reporting Person” identified therein, regardless of whether such “Reporting Person” disclaims beneficial ownership therein.

(k) “Purchase Price” shall have the meaning set forth in Section 7(b) hereof.

(l) “Redemption Date” shall have the meaning set forth in Section 7(a) hereof.

(m) “Shares Acquisition Date” shall mean the first date of public announcement by the Company or an Acquiring Person that an Acquiring Person has become such.

(n) “Subsidiary” of any Person shall mean any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

**Section 2. Appointment of Rights Agent.** The Company hereby appoints the Rights Agent to act as agent for the Company in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company may from time to time appoint such co-Rights Agents as it may deem necessary or desirable.

**Section 3. Issue of Right Certificates.** (a) Until the tenth day after the Shares Acquisition Date (such tenth day being herein referred to as the “Distribution Date”), (x) the Rights will be evidenced (subject to the provisions of Section 3(b) hereof) by the Common Shares of the Company registered in the names of the holders thereof (which Common Shares shall also be deemed to include Right Certificates) and not by separate Right Certificates (as hereinafter defined), and (y) the right to receive Right Certificates will be transferable only with the associated transfer of Common Shares of the Company. As soon as practicable after the Distribution Date, the Company will prepare and execute, the Rights Agent will countersign, and the Company will send or cause to be sent (and the Rights Agent will, if requested, send) by first-class, insured, postage-prepaid mail, to each record holder of Common Shares of the Company as of the Close of Business on the Distribution Date, at the address of such holder shown on the records of the Company, a Right Certificate, in substantially the form of Exhibit A hereto (a “Right Certificate”), evidencing one Right for each Common Share of the Company so held (subject to adjustment as provided in this Agreement). As of the Distribution Date, the Rights will be evidenced solely by such Right Certificates.

(b) If requested, the Company will send a copy of a Summary of Rights, in substantially the form of Exhibit B hereto (the “Summary of Rights”), by first-class, postage-prepaid mail, to a record holder of Common Shares of the Company as of the Close of Business on the Record Date, at the address of such holder shown on the records of the Company. With respect to Common Shares of the Company outstanding as of the Record Date, until the Distribution Date, the Rights will be evidenced by such Common Shares registered in the names of the holders thereof together with a copy of the Summary of Rights which shall be deemed attached thereto. The Company shall take such action as shall be reasonably necessary to implement the foregoing. Until the Distribution Date (or the earlier of the Redemption Date or the Final Expiration Date), the transfer of any Common Shares of the Company outstanding on the Record Date, with or without a copy of the Summary of Rights attached thereto, shall also constitute the transfer of the Rights associated with the Common Shares of the Company represented thereby.

(c) Common Shares of the Company which become outstanding (including, without limitation, reacquired Common Shares of the Company referred to in the penultimate sentence of this paragraph (c)) after the Record Date but prior to the earliest of the Distribution Date, the Redemption Date or the Final Expiration Date shall be deemed to have affixed to them the following legend:

These shares also evidence and entitle the holder hereof to certain rights as set forth in a Rights Agreement between Global Income Fund, Inc. (the "Company"), and American Stock Transfer & Trust Company, LLC (the "Rights Agent") dated as of August 14, 2012 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Company. Under certain circumstances, as set forth in the Rights Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by these shares. The Company will mail to the holder of these shares a copy of the Rights Agreement without charge after receipt of a written request therefor. Under certain circumstances, as set forth in the Rights Agreement, Rights issued to any Person who becomes an Acquiring Person (as defined in the Rights Agreement) may become null and void.

In addition, to the extent reasonably practicable, the Rights Agent shall add the language above to any DRS Advices issued in connection with the Common Shares. Until the Distribution Date, the Rights associated with the Common Shares of the Company shall be evidenced by such Common Shares alone, and the transfer of any such Common Shares shall also constitute the transfer of the Rights associated with the Common Shares of the Company represented thereby. In the event that the Company purchases or acquires any Common Shares of the Company after the Record Date but prior to the Distribution Date, any Rights associated with such Common Shares of the Company shall be deemed cancelled and retired so that the Company shall not be entitled to exercise any Rights associated with the Common Shares of the Company which are no longer outstanding. The Company shall take such action as shall be reasonably necessary to implement the foregoing.

**Section 4. Form of Right Certificates.** The Right Certificates (and the forms of election to purchase Common Shares and of assignment to be printed on the reverse thereof) shall be substantially the same as Exhibit A hereto and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the Rights may from time to time be listed, or to conform to usage. Subject to the provisions of Section 22 hereof, the Right Certificates shall entitle the holders thereof to purchase six (6) Common Shares for each Right at the Purchase Price, but the number of such Common Shares and the Purchase Price shall be subject to adjustment as provided herein.



**Section 5. Countersignature and Registration.** The Right Certificates shall be executed on behalf of the Company by its Chairman of the Board, its Chief Executive Officer, its President, any of its Vice Presidents or its Treasurer, either manually or by facsimile signature, shall have affixed thereto the Company's seal or a facsimile thereof, and shall be attested by the Secretary or an Assistant Secretary of the Company, either manually or by facsimile signature. The Right Certificates shall be manually countersigned by the Rights Agent and shall not be valid for any purpose unless countersigned. In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent and issued and delivered by the Company with the same force and effect as though the person who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Rights Agreement any such person was not such an officer.

Following the Distribution Date, the Rights Agent will keep or cause to be kept, at its principal office, books for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced on its face by each of the Right Certificates, and the date of each of the Right Certificates.

**Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates.** Subject to the provisions of Section 14 hereof, at any time after the Close of Business on the Distribution Date, and at or prior to the Close of Business on the earlier of the Redemption Date or the Final Expiration Date, any Right Certificate or Right Certificates (other than Right Certificates representing Rights that have become void pursuant to Section 11(a)(ii) hereof or that have been exchanged pursuant to Section 24 hereof) may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the registered holder to purchase a like number of Common Shares as the Right Certificate or Right Certificates surrendered then entitled such holder to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the principal office of the Rights Agent. Thereupon the Rights Agent shall countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates, as the case may be, as so requested. The Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of Right Certificates.

Upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and, at the Company's request, reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company will make and deliver a new Right Certificate of like tenor to the Rights Agent for delivery to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

**Section 7. Exercise of Rights; Purchase Price; Expiration Date of Rights.** (a) The registered holder of any Right Certificate may, subject to the second paragraph of Section 11(a)(ii), exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights Agent at the principal office of the Rights Agent, together with payment of the Purchase Price for each Common Share as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on the 120<sup>th</sup> day following the execution of this Agreement (the “Final Expiration Date”), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the “Redemption Date”), or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof.

(b) The Purchase Price for the six (6) Common Shares purchasable pursuant to the exercise of a Right shall initially be the par value of such Common Shares and shall be payable in lawful money of the United States of America in accordance with paragraph (c) below (the “Purchase Price”).

(c) Upon receipt of a Right Certificate representing exercisable Rights, with the form of election to purchase duly executed, accompanied by payment of the Purchase Price for the shares to be purchased and an amount equal to any applicable transfer tax required to be paid by the holder of such Right Certificate in accordance with Section 9 hereof by wire transfer, certified check, cashier’s check, official bank check or money order payable to the order of the Company, the Rights Agent shall thereupon promptly (i)(A) requisition from any transfer agent of the Common Shares the number of Common Shares to be purchased and the Company hereby irrevocably authorizes its transfer agent to comply with all such requests, or (B) requisition from the depositary agent depositary receipts representing such number of Common Shares as are to be purchased (in which case the Common Shares represented by such receipts shall be deposited by the transfer agent with the depositary agent) and the Company hereby directs the depositary agent to comply with such request, (ii) when appropriate, requisition from the Company the amount of cash to be paid in lieu of issuance of fractional shares in accordance with Section 14 hereof, (iii) after receipt of such Common Shares or depositary receipts, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder and (iv) when appropriate, after receipt, deliver such cash to or upon the order of the registered holder of such Right Certificate.

(d) In case the registered holder of any Right Certificate shall exercise less than all the Rights evidenced thereby, a new Right Certificate evidencing Rights equivalent to the Rights remaining unexercised shall be issued by the Rights Agent to the registered holder of such Right Certificate or to such holder’s duly authorized assigns, subject to the provisions of Section 14 hereof.

**Section 8. Cancellation and Destruction of Right Certificates.** All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Company or to any of its agents, be delivered to the Rights Agent for cancellation or in cancelled form, or, if surrendered to the Rights Agent, shall be cancelled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Rights Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all cancelled Right Certificates to the Company, or shall, at the written request of the Company, destroy such cancelled Right Certificates, and in such case shall deliver a certificate of destruction thereof to the Company.

**Section 9. Availability of Common Shares.** (a) The Company covenants and agrees that it will cause to be reserved and kept available out of its authorized and unissued Common Shares, the number of Common Shares that will be sufficient to permit the exercise in full of all outstanding Rights in accordance with Section 7. The Company covenants and agrees that it will take all such action as may be necessary to ensure that all Common Shares delivered upon exercise of Rights shall (subject to payment of the Purchase Price) be duly and validly authorized and issued and fully paid and nonassessable shares.

The Company further covenants and agrees that it will pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the issuance or delivery of the Right Certificates or of any Common Shares upon the exercise of Rights. The Company shall not, however, be required to pay any transfer tax which may be payable in respect of any transfer or delivery of Right Certificates to a Person other than, or the issuance or delivery of Common Shares or depositary receipts for the Common Shares in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise or to issue or to deliver any Common Shares or depositary receipts for Common Shares upon the exercise of any Rights until any such tax shall have been paid (any such tax being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Company's reasonable satisfaction that no such tax is due.

(b) So long as the Common Shares and/or other securities issuable and deliverable upon the exercise of the Rights may be listed on any national securities exchange or automated quotation system, the Company shall use its best efforts to cause, from and after such time as the Rights become exercisable, all Common Shares issued or reserved for such issuance to be so listed, upon official notice of issuance, on the principal national securities exchange, if any, on which the Common Shares are otherwise listed or, if the principal market for the Common Shares is not on any national securities exchange, to be eligible for quotation on the Over the Counter Bulletin Board or any successor thereto or other comparable quotation system.

(c) The Company shall use its best efforts to (i) file, if required by law, as soon as practicable following the earliest date after the first occurrence of an event in Section 11(a)(ii) hereof on which the consideration to be delivered by the Company upon exercise of the Rights has been determined in accordance with Section 11(a)(iii) hereof, or, if required by law, the Distribution Date, a registration statement (a "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the securities purchasable upon exercise of the Rights on an appropriate form, (ii) cause such Registration Statement to become effective as soon as practicable after such filing, and (iii) cause such Registration Statement to remain effective (with a prospectus at all times meeting the requirements of the Securities Act) until the earlier of (A) the date as of which the Rights are no longer exercisable for such securities and (B) the Final Expiration Date. The Company will also take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Company may temporarily suspend, for a period of time not to exceed ninety (90) days after the date set forth in clause (i) of the first sentence of this Section 9(c), the exercisability of the Rights in order to prepare and file such Registration Statement and permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect, in each case with prompt written notice to the Rights Agent. In addition, if the Company shall determine that a Registration Statement is required following the Distribution Date, the Company may temporarily suspend the exercisability of the Rights until such time as a Registration Statement has been declared effective. Notwithstanding any provision of this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction if the requisite qualification in such jurisdiction has not been obtained, the exercise thereof is not permitted under applicable law or, if required by law, a Registration Statement has not been declared effective.

**Section 10. Common Share Record Date.** Each Person in whose name any Common Shares are issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Common Shares represented thereby on the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any applicable transfer taxes) was made; provided, however, that if the date of such surrender and payment is a date upon which the Common Shares transfer books of the Company are closed, such Person shall be deemed to have become the record holder of such shares on the next succeeding Business Day on which the Common Shares transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a holder of Common Shares for which the Rights shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

**Section 11. Adjustment of Purchase Price, Number of Common Shares or Number of Rights.** The number of Common Shares or other securities covered by each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11.

- (a) (i) In the event the Company shall at any time after the date of this Agreement (A) declare a dividend on the Common Shares payable in Common Shares, (B) subdivide the outstanding Common Shares, (C) combine the outstanding Common Shares into a smaller number of Common Shares or (D) issue any shares of its capital stock in a reclassification of the Common Shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing or surviving corporation), except as otherwise provided in this Section 11(a), the Purchase Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, and the number and kind of shares of capital stock issuable on such date, shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive the aggregate number and kind of shares of capital stock which, if such Right had been exercised immediately prior to such date and at a time when the Common Shares transfer books of the Company were open, such holder would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification; provided, however, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company issuable upon exercise of one Right.

- (ii) Subject to Section 24 of this Agreement, in the event any Person becomes an Acquiring Person, each holder of a Right shall thereafter have a right to receive, upon exercise thereof at the Purchase Price, six (6) Common Shares of the Company on the date of the occurrence of such event; provided, however, that if the transaction that would otherwise give rise to the foregoing adjustment is also subject to the provisions of Section 13 hereof, then only the provisions of Section 13 hereof shall apply and no adjustment shall be made pursuant to this Section 11(a)(ii). In the event that any Person shall become an Acquiring Person and the Rights shall then be outstanding, the Company shall not take any action which would eliminate or diminish the benefits intended to be afforded by the Rights.

Notwithstanding anything else in the Agreement, from and after the occurrence of such event, any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Associate or Affiliate of such Acquiring Person) in excess of the Rights associated with the Applicable Percentage of the Common Shares outstanding on or prior to the Distribution Date or in excess of the Applicable Percentage of the Rights outstanding after the Distribution Date shall be void and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of this Agreement. No Right Certificate shall be issued pursuant to Section 3 that represents Rights beneficially owned by an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof; no Right Certificate shall be issued at any time upon the transfer of any Rights to an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof or to any nominee of such Acquiring Person, Associate or Affiliate; and any Right Certificate delivered to the Rights Agent for transfer to an Acquiring Person whose Rights would be void pursuant to the preceding sentence shall be cancelled.

- (iii) In the event that there shall not be sufficient Common Shares of the Company issued but not outstanding or authorized but unissued to permit the exercise in full of the Rights in accordance with the foregoing subparagraph (ii), the Company shall take all such action as may be necessary to authorize additional Common Shares of the Company for issuance upon exercise of the Rights.

(b) Irrespective of any adjustment or change in the Purchase Price or the number of Common Shares issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price and the number of Common Shares which were expressed in the initial Right Certificates issued hereunder.

(c) In any case in which this Section 11 shall require that an adjustment be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event the issuing to the holder of any Right exercised after such record date of the Common Shares and other capital stock or securities of the Company, if any, issuable upon such exercise over and above the Common Shares and other capital stock or securities of the Company, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; provided, however, that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares upon the occurrence of the event requiring such adjustment.

**Section 12. Certificate of Adjusted Purchase Price or Number of Shares.** Whenever an adjustment is made as provided in Section 11 or 13 hereof, the Company shall promptly (a) prepare a certificate setting forth such adjustment, and a brief statement of the facts accounting for such adjustment, (b) file with the Rights Agent and with each transfer agent for the Common Shares of the Company a copy of such certificate and (c) mail a brief summary thereof to each holder of a Right Certificate in accordance with Section 25 hereof.

**Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power.** (a) In the event, directly or indirectly, at any time after a Person has become an Acquiring Person, (a) the Company shall consolidate with, or merge with and into, any other Person, (b) any Person shall consolidate with the Company, or merge with and into the Company and the Company shall be the continuing or surviving corporation of such merger and, in connection with such merger, all or part of the Common Shares of the Company shall be changed into or exchanged for stock or other securities of any other Person (or the Company) or cash or any other property, or (c) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power aggregating 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any other Person other than the Company or one or more of its wholly-owned Subsidiaries, then, and in each such case, proper provision shall be made so that (i) each holder of a Right (other than Rights which have become void pursuant to Section 11(a)(ii) hereof) shall thereafter have the right to receive, upon the exercise thereof at a price equal to the then current Purchase Price per Right, in accordance with the terms of this Agreement, six (6) Common Shares of such other Person (including the Company as successor thereto or as the surviving corporation); (ii) the issuer of such Common Shares shall thereafter be liable for, and shall assume, by virtue of such consolidation, merger, sale or transfer, all the obligations and duties of the Company pursuant to this Agreement; (iii) the term "Company" shall thereafter be deemed to refer to such issuer; and (iv) such issuer shall take such steps (including, but not limited to, the reservation of a sufficient number of its Common Shares to permit the exercise in full of all outstanding Rights in accordance with this Agreement) in connection with such consummation as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be, in relation to the Common Shares thereafter deliverable upon the exercise of the Rights. The Company shall not consummate any such consolidation, merger, sale or transfer unless prior thereto the Company and such issuer shall have executed and delivered to the Rights Agent a supplemental agreement so providing. The Company shall not enter into any transaction of the kind referred to in this Section 13 if at the time of such transaction there are any rights, warrants, instruments or securities outstanding or any agreements or arrangements which, as a result of the consummation of such transaction, would eliminate or substantially diminish the benefits intended to be afforded by the Rights. The provisions of this Section 13 shall similarly apply to successive mergers or consolidations or sales or other transfers.

(b) The Company shall not consummate any such consolidation, merger, sale or transfer unless such Person described above in Section 13(a) shall have sufficient authorized and unissued shares of common stock not reserved for other purposes to permit the full exercise of the Rights in accordance with this Section 13, and unless prior thereto the Company and each such Person shall have executed and delivered to the Rights Agent a supplemental agreement providing for the terms set forth in paragraph (a) of this Section 13 and further providing that, as soon as practicable after the date of any consolidation, merger, sale or transfer of assets mentioned in paragraph (a) of this Section 13, such Person, at its own expense, will, to the extent necessary or appropriate:

- (i) prepare and file a Registration Statement under the Securities Act with respect to the Rights and the securities purchasable upon exercise of the Rights on an appropriate form, and will use its best efforts to cause such Registration Statement to (A) become effective as soon as practicable after such filing and (B) remain effective (with a prospectus at all times meeting the requirements of the Securities Act) until the Final Expiration Date;
- (ii) use its best efforts to qualify or register the Rights and the securities purchasable upon exercise of the Rights under the blue sky laws of such jurisdictions as may be necessary or appropriate;
- (iii) use its best efforts to list (or continue the listing of) the Rights and the securities purchasable upon exercise of the Rights on a national securities exchange or to meet the eligibility requirements for quotation on the Over the Counter Bulletin Board; and

- (iv) deliver to holders of the Rights historical financial statements for such Person and each of its Affiliates which comply in all respects with the requirements for registration on Form 10 under the Exchange Act.

The provisions of this Section 13 shall similarly apply to successive mergers or consolidations or sales or other transfers. In the event that an event described in this Section 13 shall occur at any time after the occurrence of an event described in Section 11(a)(ii) hereof, the Rights which have not theretofore been exercised shall thereafter become exercisable in the manner described in Section 13(a) hereof.

**Section 14. Fractional Rights and Fractional Shares.** (a) The Company shall not be required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. In lieu of such fractional Rights, there shall be paid to the registered holders of the Right Certificates with regard to which such fractional Rights would otherwise be issuable, an amount in cash equal to the same fraction of the current market value of a whole Right.

(b) The Company shall not be required to issue fractions of Common Shares upon exercise of the Rights. In lieu of fractional Common Shares, the Company shall pay to the registered holders of Right Certificates at the time such Rights are exercised as herein provided an amount in cash equal to the same fraction of the current market value of one Common Share.

(c) The holder of a Right by the acceptance of the Right expressly waives such holder's right to receive any fractional Rights or any fractional shares upon exercise of a Right (except as provided above).

**Section 15. Rights of Action.** All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of the Common Shares of the Company); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of the Common Shares of the Company), without the consent of the Rights Agent or of the holder of any other Right Certificate (or, prior to the Distribution Date, of the Common Shares of the Company), may, on such holder's own behalf and for such holder's own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, such holder's right to exercise the Rights evidenced by such Right Certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

**Section 16. Agreement of Right Holders.** Every holder of a Right, by accepting the same, consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:



(a) prior to the Distribution Date, the Rights will be transferable only with the associated Common Shares of the Company;

(b) after the Distribution Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the principal office of the Rights Agent, duly endorsed or accompanied by a proper instrument of transfer; and

(c) the Company and the Rights Agent may deem and treat the Person in whose name the Right Certificate (or, prior to the Distribution Date, the associated Common Shares) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificates or the associated Common Shares made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary.

**Section 17. Right Certificate Holder Not Deemed a Stockholder.** No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or other distributions or be deemed for any purpose the holder of the Common Shares or any other securities of the Company which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in Section 25 hereof), or to receive dividends or other distributions or subscription rights, or otherwise, until the Right or Rights evidenced by such Right Certificate shall have been exercised in accordance with the provisions hereof.

**Section 18. Concerning the Rights Agent.** The Company agrees to pay to the Rights Agent such compensation as has been agreed to in writing by the Company and the Rights Agent for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred by the Rights Agent in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, obligation, damage or expense (including reasonable attorneys' fees and other professional services) (collectively, "Losses"), other than for Losses for which the Rights Agent would be liable pursuant to Section 20(c) hereof, in connection with the acceptance and administration of this Agreement, including, without limitation, the costs and expenses of defending against any claim of liability by the Company under this Agreement.

Without limiting the generality of the foregoing, and in addition thereto, the Company agrees that the Rights Agent shall be protected and shall incur no liability and shall be indemnified for and held harmless by the Company against any and all Losses for, or in respect of, any action taken, suffered or omitted by it in connection with, its administration of this Agreement (i) in reliance upon any Right Certificate or for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper person or persons, or (ii) otherwise upon the advice of counsel as set forth in Section 20 hereof. Anything in this Agreement to the contrary notwithstanding, in no event shall the Rights Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Rights Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

**Section 19. Merger or Consolidation or Change of Name of Rights Agent.** Any corporation or other Person into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation or other Person resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation or other Person succeeding to the stock transfer or corporate trust business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, that such corporation or other Person would be eligible for appointment as a successor Rights Agent under the provisions of Section 21 hereof. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

**Section 20. Duties of Rights Agent.** The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with or in reliance on such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking, suffering or omitting any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate in form reasonably satisfactory to the Rights Agent signed by any one of the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Treasurer or the Secretary of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for, and the Rights Agent shall not be liable for, any action taken, suffered or omitted to be taken in good faith by it under the provisions of this Agreement in reliance upon such certificate. The Company shall cause its Secretary to deliver a certificate to the Rights Agent including the names and specimen signatures of such officers.

(c) The Rights Agent shall not be liable to the Company or any other Person except for direct money damages arising out of the Rights Agent's own negligence, bad faith or willful misconduct, and in no event shall the Rights Agent be liable to the Company or any other Person for any special, indirect or consequential loss or damage of any kind whatsoever, even if the same were foreseeable and regardless of the form of action.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 11(a)(ii) hereof) or any adjustment in the terms of the Rights (including the manner, method or amount thereof) provided for in this Agreement, or the ascertaining of the existence of facts that would require any such change or adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice that such change or adjustment is required); nor shall it be responsible for any determination of the market value of the Rights or any Common Shares of the Company pursuant to the provisions hereof; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Shares to be issued pursuant to this Agreement or any Right Certificate or as to whether any Common Shares will, when issued, be validly authorized and issued, fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Secretary or the Treasurer of the Company, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken, or suffered or omitted by it in good faith in accordance with instructions of any such officer or for any delay in acting while waiting for those instructions.

(h) The Rights Agent and any stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

(j) No provision of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

(k) The Rights Agent shall not be liable for any Losses arising from matters of *force majeure* beyond the reasonable control of the Rights Agent, including, without limitation, strikes, work stoppages, acts of war, terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, the insolvency of any depository, or any interruptions, loss or malfunctions of utilities, communications or computer (hardware or software) services.

(l) The Rights Agent shall have no other obligations or duties to the Company or any other Person except as expressly set forth in this Agreement.

**Section 21. Change of Rights Agent.** The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon thirty (30) days' notice in writing mailed to the Company and to each transfer agent of the Common Shares of the Company by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon thirty (30) days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares of the Company by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit such holder's Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be (i) a corporation organized and doing business under the laws of the United States or of any state of the United States so long as such corporation is authorized to do business as a banking institution under such laws, in good standing, which is authorized under such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authorities and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$50 million or (ii) an affiliate of an institution that satisfies the requirements set forth in clause (i) of this sentence. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares of the Company, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to appoint a successor Rights Agent or to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

**Section 22. Issuance of New Right Certificates.** Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by its Board of Directors to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares or other securities or property purchasable under the Right Certificates made in accordance with the provisions of this Agreement.

**Section 23. Redemption.** (a) The Board of Directors of the Company may, at its option, at any time prior to such time as any Person becomes an Acquiring Person, redeem all but not less than all the then outstanding Rights at a redemption price of \$.01 per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof (such redemption price being hereinafter referred to as the “Redemption Price”). The redemption of the Rights by the Board of Directors may be made effective at such time, on such basis and with such conditions as the Board of Directors in its sole discretion may establish.

(b) Immediately upon the action of the Board of Directors of the Company ordering the redemption of the Rights pursuant to paragraph (a) of this Section 23, and without any further action and without any notice, the right to exercise the Rights will terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price. The Company shall promptly give public notice of any such redemption; provided, however, that the failure to give, or any defect in, any such notice shall not affect the validity of such redemption. Within ten (10) days after such action of the Board of Directors ordering the redemption of the Rights, the Company shall mail a notice of redemption to all the holders of the then outstanding Rights at their last addresses as they appear upon the registry books of the Rights Agent or, prior to the Distribution Date, on the registry books of the transfer agent for the Common Shares of the Company. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made. Neither the Company nor any of its Affiliates or Associates may redeem, acquire or purchase for value any Rights at any time in any manner other than that specifically set forth in this Section 23 or in Section 24 hereof, and other than in connection with the purchase of Common Shares of the Company prior to the Distribution Date.

**Section 24. Exchange.** (a) The Board of Directors of the Company may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 11(a)(ii) hereof) for Common Shares of the Company at an exchange ratio of six (6) Common Shares per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof (such exchange ratio being hereinafter referred to as the “Exchange Ratio”).

(b) Immediately upon the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to paragraph (a) of this Section 24 and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right thereafter of a holder of such Rights shall be to receive that number of Common Shares of the Company equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Company shall promptly give public notice of any such exchange; provided, however, that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. The Company promptly shall mail a notice of any such exchange to all of the holders of such Rights at their last addresses as they appear upon the registry books of the Rights Agent. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange will state the method by which the exchange of the Common Shares of the Company for Rights will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii) hereof) held by each holder of Rights.

(c) In the event that there shall not be sufficient Common Shares of the Company issued but not outstanding or authorized but unissued to permit any exchange of Rights as contemplated in accordance with this Section 24, the Company shall take all such action as may be necessary to authorize additional Common Shares of the Company for issuance upon exchange of the Rights.

(d) The Company shall not be required to issue fractions of Common Shares of the Company. In lieu of such fractional Common Shares, the Company shall pay to the registered holders of the Right Certificates with regard to which such fractional Common Shares of the Company would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole Common Share of the Company.

**Section 25. Notice of Certain Events.** (a) In case the Company shall propose (i) to pay any dividend or other distribution payable in stock of any class to the holders of its Common Shares or to make any other distribution to the holders of its Common Shares (other than a regular monthly or quarterly cash dividend or distribution), (ii) to offer to the holders of its Common Shares rights or warrants to subscribe for or to purchase any additional Common Shares or shares of stock of any class or any other securities, rights or options, (iii) to effect any reclassification of its Common Shares (other than a reclassification involving only the subdivision of outstanding Common Shares), (iv) to effect any consolidation or merger into or with, or to effect any sale or other transfer (or to permit one or more of its Subsidiaries to effect any sale or other transfer), in one or more transactions, of 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to, any other Person, (v) to effect the liquidation, dissolution or winding up of the Company, or (vi) to effect a subdivision, combination or consolidation of the Common Shares of the Company (by reclassification or otherwise than by payment of dividends or other distributions in Common Shares of the Company), then, in each such case, the Company shall give to each holder of a Right Certificate, in accordance with Section 26 hereof, a notice of such proposed action, which shall specify the record date for the purposes of such stock dividend, or distribution of rights or warrants, or the date on which such reclassification, consolidation, merger, sale, transfer, liquidation, dissolution, or winding up is to take place and the date of participation therein by the holders of the Common Shares of the Company, if any such date is to be fixed, and such notice shall be so given in the case of any action covered by clause (i) or (ii) above at least ten (10) days prior to the record date for determining holders of the Common Shares for purposes of such action, and in the case of any such other action, at least ten (10) days prior to the date of the taking of such proposed action or the date of participation therein by the holders of the Common Shares of the Company, whichever shall be the earlier.

(b) In case the event set forth in Section 11(a)(ii) hereof shall occur, then the Company shall as soon as practicable thereafter give to each holder of a Right Certificate, in accordance with Section 26 hereof, a notice of the occurrence of such event, which notice shall describe such event and the consequences of such event to holders of Rights under Section 11(a)(ii) hereof.

**Section 26. Notices.** Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Company shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

Global Income Fund, Inc.  
Attn: Secretary  
11 Hanover Square  
New York, NY 10005

Subject to the provisions of Section 21 hereof, any notice or demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

American Stock Transfer & Trust Company, LLC  
6201 15<sup>th</sup> Avenue  
Brooklyn, NY 11219  
Attention: Stock Transfer Administration – Global Income Fund, Inc.

Notices or demands authorized by this Agreement to be given or made by the Company or the Rights Agent to the holder of any Right Certificate shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as shown on the registry books of the Company.

**Section 27. Supplements and Amendments.** The Company may from time to time and the Rights Agent shall, if the Company so directs, supplement or amend this Agreement without the approval of any holders of Right Certificates in order to cure any ambiguity, to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, or to make any other provisions with respect to the Rights which the Company may deem necessary or desirable, any such supplement or amendment to be evidenced by a writing signed by the Company and the Rights Agent; provided, however, that from and after such time as any Person becomes an Acquiring Person, this Agreement shall not be amended in any manner which would adversely affect the interests, as determined in the sole discretion of the Board of Directors, of the holders of Rights as a group (other than any Acquiring Person and its Affiliates and Associates). Without limiting the foregoing, the Company may at any time prior to such time as any Person becomes an Acquiring Person amend this Agreement to (a) reduce the Redemption Price or (b) increase the Purchase Price.

**Section 28. Successors.** All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

**Section 29. Benefits of this Agreement.** Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Shares of the Company) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Shares of the Company).

**Section 30. Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



**Section 31. Governing Law; Etc.** This Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of Maryland. All actions and proceedings brought by the Rights Agent relating to or arising from, directly or indirectly, this Agreement shall be litigated only in the Baltimore Division of the United States District Court for the District of Maryland (the “Maryland District Court”). The Company hereby submits to the personal jurisdiction of such court; hereby waives personal service of process upon it and consents that any such service of process may be made by certified or registered mail, return receipt requested, directed to Company at its address last specified for notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waives the right to a trial by jury in any action or proceeding with the Rights Agent. All actions and proceedings brought by Company against the Rights Agent relating to or arising from, directly or indirectly, this Agreement shall be litigated only in the Maryland District Court. In this regard, the parties agree that the Maryland District Court is the most convenient forum to resolve such actions and, accordingly, will not argue to the contrary in such actions or proceedings.

**Section 32. Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

**Section 33. Descriptive Headings.** Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**Section 34. Administration.** The Board of Directors of the Company shall have the exclusive power and authority to administer and interpret the provisions of this Agreement and to exercise all rights and powers specifically granted to the Board of Directors of the Company or to the Company or as may be necessary or advisable in the administration of this Agreement. All such actions, calculations, determinations and interpretations which are done or made by the Board of Directors of the Company in good faith shall be final, conclusive and binding on the Company, the Rights Agent, the holders of the Rights and all other parties and shall not subject the Board of Directors of the Company to any liability to the holders of the Rights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested, all as of the day and year first above written.

Attest: Global Income Fund, Inc.

By: /s/ Jacob Bukhsbaum      By: /s/ John F. Ramírez  
Name: Jacob                      Name: John F. Ramírez  
Bukhsbaum                      Title: General Counsel

Attest: American Stock Transfer & Trust Company, LLC

Attest:

By: /s/ Isaac J. Kagan      By: /s/ Carlos Pinto  
Name: Isaac J. Kagan      Name: Carlos Pinto  
   Title: SVP

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FORM OF RIGHT CERTIFICATE

Certificate No. R- \_\_\_\_\_

\_\_\_\_\_ Rights

NOT EXERCISABLE AFTER 120 DAYS AFTER EXECUTION OF THE RIGHTS AGREEMENT OR EARLIER IF REDEMPTION OR EXCHANGE OCCURS. THE RIGHTS ARE SUBJECT TO REDEMPTION AT \$.01 PER RIGHT AND TO EXCHANGE ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, CERTAIN RIGHTS OWNED BY ANY PERSON WHO IS OR BECOMES AN ACQUIRING PERSON (AS DEFINED IN THE RIGHTS AGREEMENT) SHALL BECOME NULL AND VOID.

Right Certificate

Global Income Fund, Inc.

This certifies that \_\_\_\_\_, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement dated as of August 14, 2012 (the "Rights Agreement"), between Global Income Fund, Inc., a Maryland corporation (the "Company"), and American Stock Transfer & Trust Company, LLC, as Rights Agent (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M., Eastern time, on \_\_\_\_\_, 2012 at the principal office of the Rights Agent, or at the office of its successor as Rights Agent, six (6) fully paid non-assessable shares of Common Stock, par value \$.01 per share (the "Common Shares"), of the Company, at a purchase price equal to the aggregate par value of such Common Shares (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase duly executed. The number of Rights evidenced by this Right Certificate (and the number of Common Shares which may be purchased upon exercise hereof) set forth above, and the Purchase Price set forth above, are as of \_\_\_\_\_, 2012. As provided in the Rights Agreement, the Purchase Price and the number of Common Shares which may be purchased upon the exercise of the Rights evidenced by this Right Certificate are subject to modification and adjustment upon the happening of certain events.

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Right Certificates. Copies of the Rights Agreement are on file at the principal executive offices of the Company and the above-mentioned offices of the Rights Agent.

This Right Certificate, with or without other Right Certificates, upon surrender at the principal office of the Rights Agent, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of Common Shares as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate (i) may be redeemed by the Company at a redemption price of \$.01 per Right or (ii) may be exchanged in whole or in part for Common Shares.

No fractional Common Shares will be issued upon the exercise of any Right or Rights evidenced hereby, but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Right Certificate shall be entitled to vote or receive dividends or other distributions or be deemed for any purpose the holder of the Common Shares or of any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal.

Dated as of \_\_\_\_\_, \_\_\_\_.

ATTEST: Global Income Fund, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Name:  
Title:

Countersigned:

American Stock Transfer & Trust Company, LLC

By: \_\_\_\_\_  
Authorized Signature

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Right Certificate.)

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto

(Please print name and address of transferee)

this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney, to transfer the within Right Certificate on the books of the within-named Company, with full power of substitution.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

Signature Guaranteed:

Signatures must be guaranteed by an eligible institution (a bank, stockbroker, savings and loan association or credit union with membership in an approved signature guarantee medallion program) pursuant to Rule 17Ad-15 of the Securities Exchange Act of 1934.

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The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

\_\_\_\_\_  
Signature

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise Rights represented by the Right Certificate.)

To: Global Income Fund, Inc.

The undersigned hereby irrevocably elects to exercise \_\_\_\_\_ Rights represented by this Right Certificate to purchase the Common Shares issuable upon the exercise of such Rights and requests that such Common Shares be issued in the name of:

Please insert social security or other identifying number:

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(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security or other identifying number:

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(Please print name and address)

Dated: \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Signature

Signature Guaranteed:

Signatures must be guaranteed by an eligible institution (a bank, stockbroker, savings and loan association or credit union with membership in an approved signature guarantee medallion program) pursuant to Rule 17Ad-15 of the Securities Exchange Act of 1934.

Form of Reverse Side of Right Certificate - continued

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The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

\_\_\_\_\_  
Signature

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NOTICE

The signature in the Form of Assignment or Form of Election to Purchase, as the case may be, must conform to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

In the event the certification set forth above in the Form of Assignment or the Form of Election to Purchase, as the case may be, is not completed, the Company and the Rights Agent will deem the beneficial owner of the Rights evidenced by this Right Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement) and such Assignment or Election to Purchase will not be honored.



**UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE  
RIGHTS AGREEMENT, CERTAIN RIGHTS OWNED BY ANY PERSON WHO  
IS OR BECOMES AN ACQUIRING PERSON (AS DEFINED IN  
THE RIGHTS AGREEMENT) SHALL BECOME NULL AND VOID**

**SUMMARY OF RIGHTS TO PURCHASE  
COMMON SHARES**

On August 13, 2012, the Board of Directors of Global Income Fund, Inc. (the "Company") adopted a resolution declaring a dividend of one right (a "Right") for each outstanding share of common stock, par value \$.01 per share (the "Common Shares"), of the Company. The dividend is payable on August 14, 2012 (the "Record Date") to the stockholders of record on that date. Each Right entitles the registered holder to purchase from the Company six (6) Common Shares at a price equal to the aggregate par value of such Common Shares (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement dated as of August 14, 2012 (the "Rights Agreement") between the Company and American Stock Transfer & Trust Company, LLC, as Rights Agent (the "Rights Agent").

For purposes of the Summary, a "Person" means (i) any individual, firm, corporation or other entity, including any successor of such entity, or (ii) beneficial owners of Common Shares of the Company, individually and collectively, whose Common Shares are represented in a filing on Schedule 13D or 13G under the Securities Exchange Act of 1934 (the "Exchange Act"), together with any other "Reporting Person" identified therein, regardless of whether such "Reporting Person" disclaims beneficial ownership therein. The terms "Affiliate" or "Associate" have the same meanings as defined in Rule 12b-2 under the Exchange Act.

Until 10 days following a public announcement that a Person, together with that Person's Affiliates and Associates, have acquired beneficial ownership of 22% or more of the outstanding Common Shares of the Company (an "Acquiring Person") (such tenth day being called the "Distribution Date"), the Rights will be evidenced, with respect to any of the Common Shares outstanding as of the Record Date, by such Common Share with a copy of this Summary of Rights deemed attached thereto.

The Rights Agreement provides that, until the Distribution Date (or earlier redemption or expiration of the Rights), the Rights will be transferred with and only with the Common Shares. Until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Shares issued after the Record Date upon transfer or new issuance of Common Shares will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the transfer of any Common Shares outstanding as of the Record Date, even without such notation or a copy of this Summary of Rights being attached thereto, will also constitute the transfer of the Rights associated with such Common Shares. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Common Shares as of the close of business on the Distribution Date and such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on December 12, 2012 (the “Final Expiration Date”), unless the Rights are earlier redeemed or exchanged by the Company, in each case, as described below.

The number of outstanding Rights and the number of Common Shares issuable upon exercise of each Right are also subject to adjustment in the event of a stock split of the Common Shares or a stock dividend on the Common Shares payable in Common Shares or subdivisions, consolidations or combinations of the Common Shares occurring, in any such case, prior to the Distribution Date.

Common Shares purchasable upon exercise of the Rights will not be redeemable.

In the event that a Person becomes an Acquiring Person, the Rights Agreement provides that proper provision shall be made so that each holder of a Right (other than Rights beneficially owned by the Acquiring Person in excess of the Rights associated with the Applicable Percentage of the Common Shares outstanding on or prior to the Distribution Date or in excess of the Applicable Percentage of the Rights outstanding after the Distribution Date, which will thereafter be void), will thereafter have the right to receive (subject to adjustment) upon exercise six (6) Common Shares. “Applicable Percentage” shall mean 20% of the outstanding Common Shares of the Company; provided, however, if a Person has filed a Schedule 13D or 13G under the Exchange Act, or an amendment thereto, no later than three days after the Record Date that establishes that such Person beneficially owns more than the Applicable Percentage of the Company’s outstanding Common Shares as of the Record Date, then the Applicable Percentage shall equal the percentage of such Common Shares of the Company beneficially owned by such Person on the Record Date, rounded up to the next highest one-tenth of 1%. At any time after any Person becomes an Acquiring Person, the Board of Directors of the Company may exchange the Rights (other than Rights owned by such Acquiring Person, which will have become void), in whole or in part, at an exchange ratio of six (6) Common Share per Right (subject to adjustment).

The Rights Agreement provides that none of the Company's directors or officers shall be deemed to beneficially own any Common Shares owned by any other director or officer by virtue of such persons acting in their capacities as such, including in connection with the formulation and publication of the Board of Directors' recommendation of its position, and actions taken in furtherance thereof, with respect to an acquisition proposal relating to the Company or a tender or exchange offer for the Common Shares.

In the event that the Company is acquired in a merger or other business combination transaction or 50% or more of its consolidated assets or earning power are sold after a Person has become an Acquiring Person, proper provision will be made so that each holder of a Right will thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, six (6) shares of common stock of the acquiring company.

The Company shall not be required to issue fractions of Common Shares upon exercise of the Rights.

At any time prior to a Person becoming an Acquiring Person, the Board of Directors of the Company may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the "Redemption Price"). The redemption of the Rights may be made effective at such time on such basis with such conditions as the Board of Directors in its sole discretion may establish.

The terms of the Rights may be amended by the Board of Directors of the Company without the consent of the holders of the Rights, including an amendment to (a) reduce the Redemption Price or (b) increase the Purchase Price, except that from and after such time as any a Person becomes an Acquiring Person, no such amendment may adversely affect the interests of the holders of the Rights (other than the Acquiring Person and its affiliates and associates).

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends or other distributions.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission by the Company on Form NSAR dated as of August 29, 2012. A copy of the Rights Agreement is available free of charge from the Company and is available on the Company's website at [www.globalincomefund.net](http://www.globalincomefund.net). This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is hereby incorporated herein by reference.



**SERVICES AGREEMENT**

Fund Accounting Services  
Tax Services

between

**GLOBAL INCOME FUND, INC.**

and

**HUNTINGTON ASSETS SERVICES, INC.**

as of

**March 1, 2012**

Exhibit A – General Description of Fund Accounting Services

Exhibit B – General Description of Tax Services

Exhibit C – Fees and Expenses

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## MUTUAL FUND SERVICES AGREEMENT

AGREEMENT (this "Agreement"), dated as of March 1, 2012, between Global Income Fund, Inc., a Maryland Corporation (the "Fund"), and Huntington Asset Services, Inc., a Delaware corporation ("HASI").

WITNESSETH:

WHEREAS, the Fund is registered as a closed-end, management investment company under the Investment Company Act of 1940, as amended (the "1940 Act"); and

WHEREAS, the Fund wishes to retain HASI to provide certain fund accounting services and tax services with respect to the Fund, and HASI is willing to furnish such services;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto hereby agree as follows:

**Section 1.** Appointment. The Fund hereby appoints HASI to provide fund accounting and tax services for the Fund, subject to the supervision of the Board of Directors of the Fund (the "Board"), for the period and on the terms set forth in this Agreement. HASI accepts such appointment and agrees to furnish the services herein set forth in return for the compensation as provided in Section 6 and Exhibit C to this Agreement.

**Section 2.** Representations and Warranties of HASI. HASI represents and warrants to the Fund that:

- (a) HASI is a corporation duly organized and existing under the laws of the State of Delaware;
- (b) HASI is empowered under applicable laws and by its Certificate of Incorporation and By-Laws to enter into and perform this Agreement, and all requisite corporate proceedings have been taken by HASI to authorize HASI to enter into and perform this Agreement;
- (c) HASI has, and will continue to have, access to the facilities, personnel and equipment required to fully perform its duties and obligations hereunder;
- (d) no legal or administrative proceedings have been instituted or threatened against HASI that would impair its ability to perform its duties and obligations under this Agreement; and
- (e) HASI's entrance into this Agreement will not cause a material breach or be in material conflict with any other agreement or obligation of HASI or any law or regulation applicable to HASI.

**Section 3.** Representations and Warranties of the Fund. The Fund represents and warrants to HASI that:

- (a) the Fund is a corporation duly organized and existing under the laws of the State of Maryland;
  - (b) the Fund is empowered under applicable laws and by its Articles of Incorporation and By-Laws to enter into and perform this Agreement, and the Fund and its Board have taken all requisite proceedings and actions to authorize the Fund to enter into and perform this Agreement;
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(c) the Fund is an investment company properly registered under the 1940 Act; a registration statement under the Securities Act of 1933, as amended (“1933 Act”), and the 1940 Act on Form N-2 has been filed and, with respect to registration under the 1940 Act, will be effective and will remain effective during the term of this Agreement (or until HASI is notified of the effectiveness of the Fund’s anticipated deregistration), and all necessary filings under the laws of the states will have been made and will be current during the term of this Agreement;

(d) no legal or administrative proceedings have been instituted or threatened against the Fund that would impair its ability to perform its duties and obligations under this Agreement; and

(e) the Fund’s entrance into this Agreement will not cause a material breach or be in material conflict with any other agreement or obligation of the Fund or any law or regulation applicable to it.

**Section 4. Delivery of Documents and Other Materials.**

(a) The Fund will promptly furnish to HASI such copies, properly certified or authenticated, of contracts, documents and other related information that HASI may request or require to properly discharge its duties. Such documents may include, but are not limited to, the following:

(i) resolutions of the Board authorizing the appointment of HASI to provide certain fund accounting services to the Fund and approving this Agreement;

(ii) the Fund’s Articles of Incorporation;

(iii) the Fund’s By-Laws and code of ethics;

(iv) the Fund’s Notification of Registration on Form N-8A under the 1940 Act as filed with the Securities and Exchange Commission (“SEC”);

(v) the Fund’s most currently effective registration statement including exhibits, as amended, on Form N-2 (the “Registration Statement”) under the 1933 Act and the 1940 Act, as filed with the SEC;

(vi) copies of the Management Agreement between the Fund and its investment advisor, the advisor’s proxy voting procedures, and copies of the advisor’s and the Fund’s errors and omissions and directors’ and officers’ insurance policies;

(vii) opinions of counsel and auditors reports;

(viii) such other agreements as the Fund may enter into from time to time, including securities lending agreements, futures and commodities account agreements, brokerage agreements and options agreements.

(b) The Fund shall cause to be turned over to HASI copies of all records of, and supporting documentation relating to, its accounts (including account applications and related documents, records of dividend distributions, NAV calculations, tax reports and returns, and receivables and payables) for the Fund and matters for which HASI is responsible hereunder, together with such other records relating to the Fund and matters as may be helpful or necessary to HASI’s delivery of services hereunder, including copies of litigation, regulatory inquiries or investigations, or other litigation involving the Fund during the three years preceding the date of this Agreement. Such records and documentation shall be in electronic format to the extent practicable. The Fund also shall cause to be delivered to HASI reconciliations (as of the date HASI begins providing services hereunder) of its outstanding shares, securities and cash held by the Fund, checking accounts, outstanding redemption checks and related accounts, tax payments and backup withholding accounts, and any other demand deposit accounts or other property held or owned by the Fund. The parties acknowledge that HASI will rely on these reconciliations (and other balances provided by HASI’s predecessor) as opening balances for the performance of its services. On an ongoing basis, the Fund, through its advisor, shall cause to be turned over to HASI all trade tickets and other documents evidencing transactions made on behalf of the Fund as and when made.

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**Section 5.**                    Services Provided by HASI.

(a) HASI will provide the following services subject to the direction and supervision of the Fund's Board, and in compliance with the objectives, policies and limitations set forth in the Fund's currently effective Registration Statement, Articles of Incorporation and By-Laws; applicable laws and regulations; and all resolutions and policies implemented by the Board, and further subject to HASI's policies and procedures as in effect from time to time:

(i) Fund Accounting Services, as described on Exhibit A to this Agreement.

(ii) Tax Services, as described on Exhibit B to this Agreement

(b) HASI will also:

(i) provide office facilities with respect to the provision of the services contemplated herein (which may be in the offices of HASI or a corporate affiliate of HASI);

(ii) provide or otherwise obtain personnel sufficient, in HASI's sole discretion, for provision of the services contemplated herein;

(iii) furnish equipment and other materials, which HASI, in its sole discretion, believes are necessary or desirable for provision of the services contemplated herein; and

(iv) keep records relating to the services provided hereunder in such form and manner as set forth on (or required by policies described in) Exhibit C and as HASI, in its sole discretion, may otherwise deem appropriate or advisable, all in accordance with the 1940 Act. To the extent required by Section 31 of the 1940 Act and the rules thereunder, HASI agrees that all such records prepared or maintained by HASI relating to the services provided hereunder are the property of the Fund and will be preserved for the periods prescribed under Rule 31a-2 under the 1940 Act, maintained at the Fund's expense, and made available to the SEC staff for inspection in accordance with such Section and rules. Subject to the provisions of Section 9 hereof, HASI further agrees to surrender promptly to the Fund upon its request those records and documents created and maintained by HASI pursuant to this Agreement.

**Section 6.**                    Fees: Expenses: Expense Reimbursement.

(a) As compensation for the services rendered to the Fund pursuant to this Agreement the Fund shall pay HASI on a monthly basis those fees determined as set forth on Exhibit C to this Agreement. The fees set forth on Exhibit C may be adjusted from time to time by agreement of the parties. Upon any termination of this Agreement before the end of any month, the fee for the part of the month before such termination shall be equal to the fee normally due for the full monthly period and shall be payable, without setoff, upon the date of termination of this Agreement.

(b) For the purpose of determining fees calculated as a function of the Fund's net assets, the value of the Fund's net assets shall be computed as required by its currently effective Prospectus, generally accepted accounting principles and resolutions of the Board.

(c) HASI will from time to time employ or associate with such person or persons as may be appropriate to assist HASI in the performance of this Agreement. Except as otherwise expressly provided in this Agreement, the compensation of such person or persons for such employment shall be paid by HASI and no obligation will be incurred by or on behalf of the Fund in such respect. If any such person or persons are employed or designated as officers by both HASI and the Fund, HASI shall be responsible for the compensation of such person (including travel and other expenses) in their capacity as an employee or officer of HASI, and the Fund shall be responsible for the compensation of such person (including travel and other expenses) in their capacity as an employee or officer of the Fund. If HASI gives permission to one or more of its employees or officers to act as an employee, officer or other agent of the Fund, HASI shall not be responsible for any action or omission of any such person(s) while such person is rendering or deemed to be rendering services to the Fund or acting on business of the Fund.

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(d) HASI will bear all of its own expenses incurred by reason of its performance of the services required under this Agreement, except as otherwise expressly provided in this Agreement. The Fund agrees to promptly reimburse HASI for any equipment and supplies specially ordered by or for the Fund through HASI and for any other expenses not contemplated by this Agreement that HASI may incur on the Fund's behalf, at the Fund's request or as consented to by the Fund. Such other expenses to be incurred in the operation of the Fund and to be borne by the Fund, include, but are not limited to: taxes; interest; brokerage fees and commissions; salaries and fees of officers and directors who are not officers, directors, shareholders or employees of HASI or HASI's affiliates; SEC and state Blue Sky registration and qualification fees, levies, fines and other charges; advisory fees; Fund chief compliance officer expenses; charges and expenses of custodians; insurance premiums including fidelity bond premiums, errors and omissions and directors and officers premiums; auditing and legal expenses; costs of maintenance of corporate existence; expenses of printing and production costs of shareholders' reports and proxy statements and materials; costs and expenses of Fund stationery and forms; costs and expenses of special telephone and data lines and devices; costs associated with corporate, shareholder and Board meetings; and any extraordinary expenses and other customary Fund expenses. In addition, HASI may utilize one or more independent pricing services to obtain securities prices and to act as backup to the primary pricing services, in connection with determining the net asset values of the Fund, and the Fund will be charged according to the Fund's share of the cost of such services based upon the actual usage, or a pro-rata estimate of the usage, of the services. The parties acknowledge that the Fund may contract with its own pricing service and cause such information to be timely provided to HASI, and is under no obligation to avail itself of the service(s) contracted by HASI. The Fund retains sole responsibility for the pricing of securities that are not actively traded, and shall similarly be responsible for the valuation of odd lot securities (including bonds) that are not actively traded. To the extent HASI shall render assistance in good faith valuation of a security held by the Fund that is not actively traded, the Fund shall bear HASI's costs and pay HASI for its assistance at its normal hourly rate then in effect.

(e) The Fund may request additional services, additional processing or special reports. Additional services, including third party services, generally will be charged at HASI's standard rates or at such other rate as agreed upon by the parties. The parties acknowledge that the Fund is under no obligation to avail itself of third party services through HASI, and is free to choose its own service provider, so long as such choice does not cause additional work on HASI's part.

(f) All fees, out-of-pocket expenses or additional charges of HASI shall be billed on a monthly basis and shall be due and payable upon receipt of the invoice. No fees, out-of-pocket expenses or other charges set forth in this Agreement shall be subject to setoff.

HASI will render, after the close of each month in which services have been furnished, a statement reflecting the charges for such month. Charges remaining unpaid after thirty (30) days shall bear interest at the rate of 1.5% per month (including specific amounts which are contested in good faith by the Fund as provided in the next paragraph, unless such amounts prove not to be payable), and all costs and expenses of effecting collection of any such charges and interest, including reasonable attorney's fees, shall be paid by the Fund to HASI.

In the event that the Fund is more than sixty (60) days delinquent in its payments of monthly billings in connection with this Agreement (with the exception of specific amounts which are contested in good faith by the Fund as provided below), this Agreement may be terminated upon thirty (30) days' written notice to the Fund by HASI. The Fund must notify HASI in writing of any contested amounts within thirty (30) days of receipt of a billing for such amounts, and the notice shall contain a description of the grounds for the objection sufficient to permit an investigation and determination of its accuracy. Amounts contested in good faith in writing within such 30-day period are not due and payable while they are being investigated; uncontested amounts remain due and payable.

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**Section 7.**                    Proprietary and Confidential Information.

(a)            HASI agrees on behalf of itself and its employees to treat confidentially and as proprietary information of the Fund, all records and other information relative to the Fund's prior, present or potential shareholders, and to not use such records and information for any purpose other than performance of HASI's responsibilities, rights and duties hereunder. HASI may seek a waiver of such confidentiality provisions by furnishing reasonable prior notice to the Fund and obtaining approval in writing from the Fund, which approval shall not be unreasonably withheld. Waivers of confidentiality are not necessary (and are deemed given) for use of such information for any purpose in the course of performance of HASI's responsibilities, duties and rights hereunder, when HASI may be exposed to civil or criminal contempt proceedings for failure to comply, when requested to divulge such information by duly constituted authorities, with respect to Internal Revenue Service ("IRS") levies, subpoenas and similar actions, and with respect to any request by the Fund.

(b)            HASI may, from time to time, maintain or otherwise possess "consumer report information" in connection with the provision of services under this Agreement, and HASI may, from time to time, dispose of such "consumer report information" in connection with the provision of services under this Agreement. To the extent that HASI disposes of "consumer report information," HASI shall properly dispose of the information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal, in accordance with the requirements of Regulation S-P. The term "consumer report information", as used in this paragraph, shall have the same meaning as in Rule 30 under Regulation S-P.

**Section 8.**                    Duties, Responsibilities and Limitations of Liability.

(a)            The parties agree that this Agreement is a contract for services, and HASI accepts the duties imposed upon it by this Agreement. HASI shall be liable to the Fund in accordance with the laws of the State of Indiana for any breach by HASI of the duties imposed upon it by this Agreement.

(b)            Neither HASI nor any of its officers, directors, partners, employees, shareholders or agents (collectively, together with HASI, the "HASI Parties") shall have any duty to the Fund to discover or attempt to discover any error or mistake (including any continuing error) that occurred or began prior to the date HASI first commenced performing services for the Fund, and HASI is entitled to rely upon, assume the accuracy of, and maintain, continue and carry forward the classifications, conventions, treatments, entries, balances, practices and all other work product and other data of its predecessor service providers; provided, however, that HASI shall promptly notify the Fund of any errors of its predecessors that it discovers. Upon such discovery, the Fund and HASI shall at that time determine how to proceed. HASI shall be entitled to receive, and the Fund shall cause it to receive, the work product of its predecessor service providers, if any.

(c)            In performing its services hereunder, HASI shall be entitled to rely on any oral or written instructions, advice, notices or other communications, information, records and documents (collectively, "Fund Information") from the Fund, its custodian, officers and directors, investors, brokers, investment advisors, agents, legal counsel, auditor and other service providers, including predecessor service providers (excluding in each case, the HASI Parties) (the Fund, collectively with such persons other than the HASI Parties, "Fund Representatives"), which HASI reasonably believes to be genuine, valid and authorized. HASI also shall be entitled to consult with and rely on the advice and opinions of the Fund's auditor and of outside legal counsel retained by the Fund, as may be determined jointly by the Fund and HASI to be reasonably necessary or appropriate, in each case at the expense of the Fund. For all purposes of this Agreement, any person who is an officer, director, partner, employee or agent of a HASI Party, and who is also an officer, director, partner, employee or agent of the Fund, shall be deemed, when rendering services to the Fund or acting on any business of the Fund, to be acting solely in such person's capacity as an officer, director, partner, employee or agent of the Fund, and shall be deemed, when rendering services in fulfillment of HASI's duties hereunder, to be acting solely in such person's capacity as an officer, director, partner, employee or agent of HASI.

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(d) Notwithstanding any other provision of this Agreement, the Fund agrees to defend, indemnify and hold HASI and the other HASI Parties harmless from all demands, claims, causes or other actions or proceedings of any nature or kind whatsoever (collectively, "Claims"), expenses, liabilities, debts, costs, losses, reasonable attorneys' fees and expenses, payments, and damages of every nature or kind whatsoever (collectively, "Damages") arising directly or indirectly out of or in connection with:

(i) the provision of Fund Information to any HASI Parties by or on behalf of the Fund Representatives and the reliance on or use by the HASI Parties of Fund Information which is furnished to any of the HASI Parties by or on behalf of any of the Fund Representatives, including the reliance by HASI upon the historical accounting records and other records of the Fund;

(ii) any delays, inaccuracies, errors or omissions in or arising out of or attributable to Fund Information which is furnished to any of the HASI Parties by or on behalf of any of the Fund Representatives or to the untimely provision to HASI of such Fund Information;

(iii) the reliance on or the carrying out by HASI or its officers or agents of any instructions reasonably believed to be duly authorized or requested by the Fund;

(iv) any delays, inaccuracy, errors or omissions in or arising out of or attributable to data or information provided to HASI by data and/or pricing services or any other third party services, including but not limited to escheatment and lost account services, and/or the selection of any service provider, regardless of whether the Fund uses such services through a third party or itself or instead chooses to utilize the services through HASI;

(v) the offer or sale of shares by the Fund in violation of any requirement under the federal securities laws or regulations or the securities laws or regulations of any state or other instrumentality, or in violation of any stop order or other determination or ruling by any federal agency or any state agency with respect to the offer or sale of such shares in such state or instrumentality (1) resulting from activities, actions or omissions by Fund Representatives, or (2) existing or arising out of activities, actions or omissions by or on behalf of the Fund Representatives prior to the earlier of (x) the effective date of this Agreement and (y) the effective date of an agreement between the parties hereto with respect to the subject matter hereof that was in effect prior to the effective date of this Agreement;

(vi) the noncompliance by the Fund, its investment advisor(s) and/or its distributor with applicable securities, tax, commodities and other laws, rules and regulations;

(vii) with the exception of any Claim related to breach of contract arising out of this Agreement, any Claim asserted by any current or former shareholder of the Fund, or on such shareholder's behalf or derivatively by any representative, estate, heir or legatee, agent or other person, in connection with the holding, purchase or sale of shares of the Fund; and

(viii) with the exception of any Claim for breach of contract arising out of this Agreement, any Claim taken by or on behalf of the Fund against any of the HASI Parties that arises directly or indirectly in connection with this Agreement, or directly or indirectly out of a HASI Party's actions (or failure to act) in connection with this Agreement.

(e) The Fund agrees to indemnify and hold harmless HASI from and against any and all actions, suits, claims, losses, damages, costs, charges, reasonable counsel fees and disbursements, payments, expenses and liabilities (including reasonable investigation expenses) (collectively, "Losses") to which HASI may become liable arising directly or indirectly out of any action or omission to act which HASI takes (i) at any request or on the direction of or in reliance on the reasonable advice of the Fund, (ii) upon any instruction, notice or other instrument that HASI reasonably believes to be genuine and to have been signed or presented by a duly authorized representative of the Fund (other than an employee or other affiliated person of HASI who may otherwise be named as an authorized representative of the Fund for certain purposes) or (iii) on its own initiative in connection with the performance of its duties or obligations hereunder. Further, HASI shall not be indemnified against or held harmless from any Losses arising directly or indirectly out of HASI's or HASI Parties' own willful misfeasance, bad faith, gross negligence in the performance of its duties, or reckless disregard of its obligations and duties hereunder.

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(f) HASI agrees to indemnify and hold harmless the Fund, its Directors, officers, employees and agents, from and against any and all actions, suits, claims, losses, damages, costs, charges, reasonable counsel fees and disbursements, payments, expenses and liabilities (including reasonable investigation expenses) (collectively, "Losses") to which the Fund, its Directors, officers, employees and agents, may become liable arising directly or indirectly out of HASI's or HASI Parties' own willful misfeasance, bad faith, gross negligence in the performance of its duties, or reckless disregard of its obligations and duties as set forth in this Agreement.

(g) If a claim is made against any party to this Agreement as to which that party may seek indemnity under this Section 8 from the other party, the party seeking indemnification shall notify the other party within ten (10) days after receipt of any written assertion of such claim threatening to institute an action or proceeding or service of summons or other legal process. Failure to notify a party of a claim for indemnification will relieve the party from whom indemnification is sought from any liability which it may have on account of the indemnity provisions set forth under this Section 8 unless the party seeking indemnification can demonstrate to the reasonable satisfaction of the other party that such party has not been prejudiced in any material respect by such failure to so notify.

(h) The parties to this Agreement will cooperate in the control of the defense of any action, suit or proceeding in which a party is involved and for which indemnity is being provided by the other party. Any party from whom indemnification is sought may negotiate the settlement of any action, suit or proceeding subject to the other party's approval, which approval will not be unreasonably withheld. The party seeking indemnification reserves the right, but not the obligation, to participate in the defense or settlement of a claim, action or proceeding with its own counsel. Costs or expenses incurred by a party to whom indemnification is being provided in connection with, or as a result of such participation, will be borne solely by the indemnifying party unless:

- the party seeking indemnification has received an opinion of counsel from counsel to either party stating that the use of common counsel would present an impermissible conflict of interest;
- the defendants in, or targets of, any such action or proceeding include both HASI and the Fund, and legal counsel to either party has reasonably concluded that there are legal defenses available to a party which are different from or additional to those available to the other party or which may be adverse to or inconsistent with defenses available to a party; or
- the party from whom indemnification is sought authorizes the other party to employ separate counsel at the expense of the indemnifying party.

(i) Each of the HASI Parties, on the one hand, and the Fund, on the other hand, shall have the duty to mitigate Damages for which the other party may become responsible at law and/or in connection with this Agreement. This duty shall include giving such other party every reasonable opportunity to correct or ameliorate any error or other circumstance that caused, resulted in or increased such Damages, and every reasonable opportunity to assist in such mitigation. The parties acknowledge that the proper accounting, tax or other treatment of an event or matter can be susceptible to differing opinions among reputable practitioners of appropriate expertise, both as to events and transactions that are complete and as to the most efficient remediation of events and transactions that have resulted or may result in Damages. It is the intention of the parties that events and transactions be treated and reported in a legitimate manner that gives rise to the smallest amount of Damages, and that any remediation or corrective action selected be that which gives rise to the smallest amount of Damages

(j) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL ANY HASI PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, EACH OF WHICH DAMAGES IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND EXCEPT IN CASES OF HASI'S OR HASI PARTIES' OWN WILLFUL MISFEASANCE, BAD FAITH, INTENTIONAL WRONGDOING, GROSS NEGLIGENCE IN THE PERFORMANCE OF THEIR DUTIES, OR RECKLESS DISREGARD OF ITS OBLIGATION AND DUTIES HEREUNDER, THE CUMULATIVE LIABILITY OF THE HASI PARTIES FOR DAMAGES THAT ARISE DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT, OR THAT ARISE DIRECTLY OR INDIRECTLY OUT OF A HASI PARTY'S ACTIONS (OR FAILURE TO ACT) IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE LESSER OF (i) \$1,000,000.00 AND (ii) THE FEES EARNED BY HASI DURING THE 24-MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE SUCH DAMAGES WERE INCURRED. THE FUND UNDERSTANDS THIS LIMITATION UPON THE HASI PARTIES' DAMAGES TO BE A REASONABLE ALLOCATION OF RISKS (BOTH INSURABLE AND OTHER RISKS), AND THE FUND EXPRESSLY CONSENTS TO SUCH ALLOCATION OF RISK. THE FUND AND THE HASI PARTIES AGREE THAT DAMAGES LIMITATIONS AND INDEMNIFICATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY TO ANY ALTERNATIVE REMEDY ORDERED BY AN ARBITRATION PANEL, COURT OR OTHER TRIER OF FACT IN THE EVENT ANY TRIER OF FACT DETERMINES THAT THE EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

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(k) Except for remedies that cannot be waived as a matter of law and injunctive relief, the remedies provided in this Section 8 shall be the Fund's sole and exclusive remedies for Claims and Damages that arise directly or indirectly in connection with this Agreement, or directly or indirectly out of a HASI Party's actions (or failure to act) in connection with this Agreement.

The terms of this Section 8 will survive the termination of this Agreement.

**Section 9.** Term. This Agreement shall become effective on the date first herein above written, and shall continue in effect for a term of 3 years, unless (a) terminated by HASI as set forth in Section 6(f), (b) the Fund ceases to be registered as a closed-end, management investment company under the 1940 Act and HASI does not have the ability to service the new Fund structure, (c) by the Fund upon a Board-mandated liquidation of the Fund in which event termination will be upon no less than 30 days' prior written notice, or (d) by either party for "cause", as described below. This Agreement will automatically renew for additional 1 year terms ("Rollover Periods"), unless terminated by either party upon written notice given at least 90 days prior to the expiration of the then current term. The fees set forth in Exhibit C shall remain in effect during the term of this Agreement, unless modified in writing by mutual agreement of the parties. Such fees shall be with respect to the services described herein only, and any additional services to be provided by HASI, either as a result of new regulations or requirements, or at the request of the Fund, will be subject to additional fees, as set forth in Section 6(e) of this Agreement. HASI reserves the right to modify the fees payable by the Fund under this Agreement for any Rollover Period by providing to the Fund a revised Exhibit C at least 120 days prior to the expiration of the then current term. Such revised Exhibit C shall be effective at the beginning of the subsequent Rollover Period of the Agreement, and shall remain in effect during such Rollover Period, unless modified as described above.

This Agreement may be terminated without penalty during the Initial Term or any Rollover Period by either Party for "cause" (as defined below) upon the provision of 60 days' advance written notice by the party alleging cause.

For purposes of this Agreement, "cause" shall mean:

(i) a material breach of this Agreement that has not been remedied within thirty (30) days following written notice of such breach from the non-breaching party;

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- (ii) an act or omission of a party to this Agreement involving gross negligence, willful malfeasance or intentional wrongdoing;
- (iii) a final, non-appealable judicial, regulatory or administrative ruling or order in which the party to be terminated has been found guilty of criminal or unethical behavior in the conduct of its business;
- (iv) financial difficulties on the part of the party to be terminated which are evidenced by the authorization or commencement of, or involvement by way of pleading, answer, consent or acquiescence in, a voluntary or involuntary case under Title 11 of the United States Code, as from time to time is in effect, or any applicable law other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or the modification or alteration of the rights of creditors;
- (v) an action taken against Huntington by the SEC, or other governmental or self-regulatory body for any action or a failure to perform an act when such action or failure to act directly impacts Huntington's ability to service the Funds pursuant to this agreement; or
- (vi) an action taken against the Fund by the SEC, or other governmental or self-regulatory body for an action or a failure to perform an act when such action or failure to act impacts Huntington's ability to service the Trust or other Huntington customers.

Except as set forth in this Section 9, no other event (including any purported or actual breach) shall result in termination of this Agreement, and the date of termination shall be the last day of the current term or Rollover Period that expires following appropriate notice. On the date of termination the Fund shall pay to HASI all fees, compensation and other charges as shall be accrued or due (or would accrue and become due) under the terms of this Agreement through the last day of the current term or Rollover Period that expires following appropriate notice. In the event the Fund ceases operations prior to the termination date, or in the event that HASI, at the request of the Fund, ceases providing services to the Fund prior to the termination date, the fees due at termination with respect to the Fund shall be computed based on the average monthly fee paid by the Fund during the six month period prior to the termination date; notwithstanding the foregoing, the Fund shall be obligated to pay fees for the remaining portion of the term up to the termination date. HASI shall cease providing services to the Fund upon the date of termination, except as otherwise provided in this Section 9.

On the date of termination the Fund, on behalf of the Fund, agrees to pay, in addition to the amounts described above, reasonable fees and expenses incurred by HASI in converting the Fund to a new service provider or terminating the Fund. Such fees shall include compensation for time spent by personnel of HASI, and shall include but not be limited to, retrieving, compiling, and moving books, records and materials to the Fund or the successor Fund service provider, conversion tape set-up fees, test conversion preparation and processing fees and final conversion fees, the closing of HASI's records (and/or providing services related to the Fund's liquidation or other transaction), and other services related to termination of HASI's services. One half of the amount of such fees shall be due upon notice of termination. Payment of the remainder shall be due simultaneous with the transfer of all Fund Information to the Fund or to the successor Fund service provider(s). Such termination/conversion fees and expenses shall not be subject to any setoffs of any nature and shall be mutually agreed upon in writing before HASI commences its termination/conversion services.

On the date of termination and upon payment of all amounts due and payable under this Agreement without setoff (excluding only those amounts not then due and payable under Section 6(f); provided, however, that the termination/conversion fees described in this Section 9 shall be paid without setoff notwithstanding any dispute), HASI agrees to provide the Fund with the complete fund accounting records in its possession and to assist the Fund in the orderly transfer of the Fund's accounts and records. Without limiting the generality of the foregoing, subject to the preceding sentence, HASI agrees upon termination of this Agreement:

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- (a) to deliver to the Fund or the Fund's successor Fund service provider(s), computer media containing the Fund's accounts and records together with such record layouts and additional information as may reasonably be necessary to enable the successor mutual fund service provider(s) to utilize the information therein;
- (b) to reasonably cooperate with the successor Fund service provider(s) in the interpretation of the Fund's account and records;
- (c) to forward all shareholder calls, mail and correspondence to the new Fund service provider(s) upon de-conversion; and
- (d) to act in good faith to make the conversion or termination as smooth as possible for the successor Fund service provider(s) and the Fund.

**Section 10.** Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given and effective when delivered in person or by certified mail, return receipt requested, at the following address (or such other address as a party may specify by notice to the other):

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(a) If to the Fund, to:

Global Income Fund, Inc.  
11 Hanover Square  
New York, New York 10005  
Attention: President

(b) If to HASI, to:

HASI Fund Services, Inc.  
2960 North Meridian Street  
Suite 300  
Indianapolis, Indiana 46208  
Attention: President

Notice also shall be deemed given and effective *upon receipt* by any party or other person at the preceding address (or such other address as a party may specify by notice to the other) if sent by regular mail, private messenger, courier service, telex, facsimile, or otherwise, if such notice bears on its first page in 14 point (or larger) bold type the heading "Notice Pursuant to Services Agreement."

**Section 11.** Assignment; Nonsolicitation; and Other Contracts. This Agreement may not be assigned or otherwise transferred by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld; *provided, however*, that HASI may, in its sole discretion and upon notice to the Fund, assign all its right, title and interest in this Agreement to an affiliate, parent or subsidiary, or to the purchaser of substantially all of its business. HASI may, in its sole discretion, engage subcontractors to perform any of its duties contained in this Agreement, provided that HASI shall remain responsible to the Fund for all such delegated duties in accordance with the terms and conditions of this Agreement, in the same manner and to the same extent as if HASI were providing such services itself. During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Fund shall not, and shall not cause, suffer or permit any affiliate, to recruit, solicit, employ or engage, for the Fund or others, any HASI Party, without HASI's written consent. The Fund shall not require or expect HASI to enter into any agreements for the Fund's direct or indirect benefit, including any sales, servicing or other similar agreements that expose HASI to any liability that is greater than the liability it is undertaking in this Agreement.

**Section 12.** Intended Beneficiaries. This Agreement shall be binding upon the Fund, HASI and their respective successors and assigns, and shall inure to the benefit of the Fund, HASI, the HASI Parties, their respective heirs, successors and assigns. Nothing herein expressed or implied is intended to confer upon any person not named or described in the preceding sentence any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Section 13.** Arbitration. Notwithstanding any provision of this Agreement to the contrary, any claim or controversy arising out of or in any manner relating to this Agreement, or breach hereof, which cannot be resolved between the parties themselves, shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in Indianapolis, Indiana in accordance with its rules applicable to commercial disputes. The arbitration shall be conducted under the then-current rules of the AAA.

**Section 14.** Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party.

**Section 15.** Force Majeure. HASI shall not be responsible or liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God, earthquake, fires, floods, failure or fluctuations in electrical power, wars, acts of terrorism, acts of civil or military authorities, governmental actions, nonperformance by a third party or any similar cause beyond the reasonable control of HASI, failures or fluctuations in telecommunications or other equipment, nor shall any such failure or delay give the Fund the right to terminate this Agreement.

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**Section 16.** Use of Name. The Fund and HASI agree not to use the other's name nor the names of such other's affiliates, designees, or assignees in any prospectus, sales literature, or other printed material written in a manner not previously, expressly approved in writing by the other or such other's affiliates, designees, or assignees except where required by the SEC or any state agency responsible for securities regulation.

**Section 17.** Amendments. This Agreement may be modified or amended from time to time by mutual written agreement between the parties. No provision of this Agreement may be changed, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, discharge or termination is sought.

**Section 18.** Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law to any person or circumstance, such provision shall be ineffective only to the extent of such prohibition or invalidity. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect or to any extent, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application of such invalid provision shall not in any way be affected or impaired thereby.

**Section 19.** Headings; Pronouns; Certain Phrases; Rules of Construction. The headings in the sections and subsections of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties. Wherever used in this Agreement, masculine, feminine and neuter pronouns shall be deemed to include the other genders. Singular pronouns and nouns (including defined terms) shall be deemed to include the plural (and vice versa) as the context may require, but shall have no effect upon the nature of a party's liability as joint or several. The Exhibits to this Agreement are hereby incorporated by reference as if fully set forth in this Agreement. Wherever used in this Agreement, the phrase "in connection with" shall be given the broadest possible interpretation, and shall include matters (without limitation) that are in whole or part caused by, relate to, arise out of, are attributable to, or would not have occurred in the absence of circumstances created by, the referent or object of such phrase. Each party acknowledges that it was represented by legal counsel in connection with the review and execution of this Agreement, or that it had an adequate opportunity to engage counsel for such review and chose not to do so. The sole duties that HASI is accepting in return for the fees and other remuneration hereunder are expressly set forth herein. No exoneration of liability for a duty or other indemnification or limitation shall be construed, by negative implication or otherwise, to imply the existence of any duty. For example and without limitation, indemnification of HASI for a failure of an investment advisor to timely deliver trade tickets (or failure of any other third party to timely deliver accurate Fund Information) shall not be construed to imply that HASI has a duty to supervise such service provider or prevent a recurrence of such failure.

**Section 20.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 21.** No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

**Section 22.** Entire Agreement; Survival; Governing Law. This Agreement, the Exhibits hereto and any subsequent amendments of the foregoing embody the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements between the parties relating to the subject matter hereof. The provisions of Sections 6 through 21, inclusive, shall survive any termination of this Agreement. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Indiana, without reference to conflict of law principles.

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[Signature Page Follows]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Services Agreement to be signed by their respective duly authorized officers as of the day and year first above written.

GLOBAL INCOME FUND, INC.

By:

Date

Print Name:

Title:

Attest:

HUNTINGTON ASSET SERVICES, INC.

By:

Date

Print Name:

Title:

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EXHIBIT A  
to  
Services Agreement

**General Description of Fund Accounting Services**

HASI shall provide the following accounting services to the Fund:

- Maintain portfolio records on a trade date + 1 basis using security trade information communicated by the Fund's investment advisor.
  - For each valuation date, obtain prices from a pricing source approved by the Board of Directors of the Fund and apply those prices to the portfolio positions.
  - Account for dividends, interest and corporate actions received by the fund.
  - Transmit a copy of the portfolio valuation to the Fund's investment advisor daily.
  - Reconcile cash of the Fund with the Fund's custodian.
  - Reconcile portfolio holdings of the Fund with the Fund's custodian.
  - Reconcile capital stock of the Fund with the Fund's transfer agent.
  - Assist the Fund's administrator in the preparation of the Fund expense projections and establishment of daily accruals.
  - Process and record payments for Fund expenses upon receipt of written authorization.
  - Account for Fund share purchases, sales, exchanges, transfers, dividend reinvestments, and other Fund share activity as reported by the Fund's transfer agent on a timely basis.
  - Determine net investment income for the Fund as of each valuation date. Account for periodic distributions of earnings to shareholders and maintain undistributed net investment income balances as of each valuation date.
  - Maintain the books and records and accounting controls for the Fund's assets.
  - Determine the net asset value of the Fund according to the accounting policies and procedures set forth in the Fund's current prospectus.
  - For each day the market is open calculate per share net asset value, per share net earnings, and other per share amounts reflective of the Fund operations for each class of the Fund.
  - Communicate the daily net asset value and per share distributions to the Fund's investment advisor, transfer agent, and (once the Fund meets eligibility requirements) transmit to NASDAQ and to such other entities as directed by the Fund.
  - Produce transaction data, financial reports, and such other periodic and special reports as the Board, auditors or regulators may reasonably request.
  - Maintain tax lot detail for the Fund's investment portfolio.
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- Calculate taxable gain/loss on a security sale using the tax lot relief method specified by the Fund's investment advisor.
- In conjunction with the Fund's Administrator, provide the necessary reports and information deemed necessary to calculate the annual dividend and capital gains distribution in accordance with the policies and procedures detailed in the Fund's prospectus.

The duties of the Fund Accountant shall be confined to those expressly set forth herein, and no implied duties are assumed by or may be asserted against the Accountant hereunder. These services do not include correcting, verifying or addressing any prior actions or inactions by the Fund or by any prior service provider. To the extent the Accountant agrees to take such action, those actions taken shall be deemed part of the Exhibit A.

Additionally, the directors of the Fund shall cause the officers, advisor, legal counsel, independent accountants, custodian, fund administrator and transfer agent for the Fund to cooperate with the Accountant and to provide the Accountant, upon request, with such information, documents and advice relating to the Fund and/or the Funds as is within the possession or knowledge of such persons, in order to enable the Accountant to perform its duties.

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EXHIBIT B  
to  
Services Agreement

**General Description of Tax Services**

Subject to the direction and control of the Fund's Board of Directors and utilizing information provided by each Fund and its agents, HASI will:

- Assist in the preparation (for execution by the Fund) and filing of all federal income and excise tax returns and state income tax returns (and such other required tax filings as may be agreed to by the parties) other than those required to be made by the Fund's custodian or transfer agent, subject to the review and approval of the Fund and the Fund's independent accountants.
  - o Analysis of Wash Sales Losses deferrals and reversals for Excise (10/31) and Fiscal (12/31) tax year.
  - o PFIC identification and mark-to-market analysis and tax character reclassification.
  - o Other derivative taxation analysis as needed (Sec. 1256, Sec. 988, any potential straddles, constructive sales caused by short sales, etc.)
  - o Analysis of Return of Capital distributions from closed-end funds.
  - o Quarterly distribution calculation as needed.
  - o Annual Excise Dividend calculation as needed.
  - o Preparation of Federal tax returns Form 1120-RIC and Form 8613 and other filing requirements such as Form 8621 and Form 6781 as required.
  - o Preparation of New York State and New York City income tax returns.
  - o Preparation of Federal, New York State, and New York City extensions of time to file the returns.
  - o Recommendations to management of the amount of spillover distributions necessary to comply with Internal Revenue Code distribution requirements for regulated investment companies; the election to defer post-October losses; or the application of wash sale rules and other investment-related tax positions the Funds may take.
  - o Dividends and distributions received from investments in closed-end funds.
  - o Analysis for year-end primary, secondary, and NRA reporting.

The duties of HASI shall be confined to those expressly set forth herein, and no implied duties are assumed by or may be asserted HASI hereunder. These services do not include correcting, verifying or addressing any prior actions or inactions by the Fund or by any prior service provider. To the extent HASI agrees to take such action, those actions taken shall be deemed part of this agreement.

Additionally, the directors of the Fund shall cause the officers, adviser, distributor, legal counsel, independent accountants, custodian, fund administrator, fund accountant and transfer agent for the Fund to cooperate with HASI and to provide the HASI, upon request, with such information, documents and advice relating to the Fund as is within the possession or knowledge of such persons, in order to enable HASI to perform its duties.

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EXHIBIT C  
to  
Services Agreement

**FUND ACCOUNTING FEE SCHEDULE**

**Standard Fee\***

- 0.05% for the first \$50 million in average net assets per fund per year;
- 0.04% from \$50 million to \$100 million in average net assets per fund per year;
- 0.03% from \$100 million to \$250 million in average net assets per fund per year;
- 0.02% from \$250 million to \$1 billion in average net assets per fund per year;
- 0.01% over \$1 billion in average net assets per fund per year.

Out of Pocket Fees: Fees charged for outside pricing services and all accompanying administrative expenditures.

\*Subject to a \$20,000 annual minimum per fund (one share class) plus \$7,500 per additional share class for Domestic Funds and a \$30,000 annual minimum per fund (one share class) plus \$7,500 per additional share class for International/Global Funds. Fees are billed on a monthly basis.

**Standard Reports Available**

**Daily Reports**

- A. General Ledger Reports
  - 1. Trial Balance Report
  - 2. General Ledger Activity Report
- B. Portfolio Reports
  - 1. Portfolio Report
  - 2. Tax Lot Report
  - 3. Purchase Journal
  - 4. Sell/Maturity Journal
  - 5. Amortization/Accretion Report
  - 6. Maturity Projection Report
- C. Pricing Reports
  - 1. Pricing Report
  - 2. Pricing Report by Market Value
  - 3. Pricing Variance by % Change
  - 4. NAV Report
  - 5. NAV Proof Report
  - 6. Money Market Pricing Report
- D. Accounts Receivable/Payable Reports
  - 1. Accounts Receivable for Investments Report
  - 2. Accounts Payable for Investments Report
  - 3. Interest Accrual Report
  - 4. Dividend Accrual Report
- E. Other Reports
  - 1. Dividend Computation Report
  - 2. Cash Availability Report
  - 3. Settlement Journal

**Monthly Reports**

Standard Reports

- 1. Cost Proof Report
- 2. Transaction History Report
- 3. Realized Gain/Loss Report
- 4. Interest Record Report
- 5. Dividend Record Report
- 6. Broker Commission Totals
- 7. Broker Principal Trades
- 8. Shareholder Activity Report
- 9. SEC Yield Calculation Work Sheet (fixed-income funds only)

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**Optional Services Available - Initial (for desired services)**

Additional fund sub-adviser fee	\$10,000/fund
Multiple custodian fee	\$5,000/fund group
GNMA securities fee	\$2,500/fund
S.E.C. audit requirements	Pass through

**Special Report Generation Fees**

AD-HOC Report Generation	\$75.00 per report
Reruns	\$75.00 per run
Extract Tapes	\$110.00 plus

**Systems Programming Labor Charges**

System Support Representatives	\$100.00/hour
Programmers, Consultants or Department Heads	\$125.00/hour
Officers	\$150.00/hour

**Repricing Charges**

For incorrect or untimely information provided by an Advisor or its Agent, Unified will charge \$200.00 per day for each day that a fund is repriced; provided that such fee will not apply to any repricing resulting solely from the negligent performance by Unified of its duties hereunder.

**De-Conversion Fees**

De-Conversion fees will be subject to additional charges commensurate with particular circumstances and dependent upon scope of problems.

**TAX SERVICES FEE SCHEDULE**

<b>*Annual Minimum Fee:</b>	\$5,000 per portfolio
<b>*Annual Fee:</b>	0.0125% based on the aggregate average daily assets

\*Fees are invoiced monthly based on the greater of the annual minimum or the annual fee. When calculating average daily assets, the aggregate amount is the average daily assets for the Midas "Complex" (Midas Funds, Dividend and Income, Global Income Fund and Foxby Corp.

**Agreed and Approval of Exhibit C:**

**GLOBAL INCOME FUND, INC.  
INC.**

**HUNTINGTON ASSET SERVICES,**

**By: /s/ John F. Ramirez**

**By: \_\_\_\_\_**

**Name: John F. Ramirez**

**Name: \_\_\_\_\_**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is made as of the 1st day of July, 2012 ("Effective Date"), by and between Global Income Fund, Inc. (the "Company"), a Maryland corporation, and Mark C. Winmill (the "Executive").

**WHEREAS**, the Company's business may include investment in securities and the ownership, operation, management, acquisition, development and redevelopment of professionally managed self-storage facilities (the "Business"); and

**WHEREAS**, the Company desires to secure the benefit of the Executive's experience and expertise by executing an agreement with the Executive with respect to his employment by the Company, and the Executive desires to accept such employment with the Company;

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

1. *Employment Term.* The Company agrees to employ the Executive as provided in this Agreement, and the Executive agrees to accept such employment. The Executive's employment under this Agreement shall commence as soon as practicable on or after the Effective Date (the "Employment Start Date") and shall terminate on the first anniversary of the Effective Date, unless sooner terminated in accordance with Sections 5, 6 or 7 or otherwise extended by mutual written agreement of the parties. The period during which the Executive is employed by the Company in accordance with and subject to the terms of this Agreement is referred to herein as the "Employment Term."

2. *Duties of Executive.* During the Employment Term (as defined in Section 1), the Executive shall hold the title of President and Chief Executive Officer of the Company, shall act as the portfolio manager to the Company and, as such, shall formulate and implement a continuing program for the investment of the assets of the Company consistent with the Company's investment objectives, policies and limitations as set forth in the Company's registration statement, investment policies and procedures, Articles of Incorporation and Bylaws, each as may be updated or amended from time to time; the Investment Company Act of 1940, as amended (the "1940 Act"), as applicable to the Company; the applicable rules, regulations and orders of the Securities and Exchange Commission, and other applicable federal and state laws; and such other guidelines as the Board of Directors of the Company or any committee thereof (collectively, the "Board") may establish or approve. Without limiting the generality of the foregoing, the Executive will: (a) obtain and evaluate such information relating to the economy, industries, businesses, securities markets and securities as he may deem necessary or useful in discharging his responsibilities hereunder; (b) determine from time to time securities to be purchased, sold or retained or otherwise disposed of by the Company and what portion of such assets should be invested or held uninvested as cash; (c) implement investment decisions, including the selection of entities with or through which such purchases, sales or loans are to be effected; and (d) perform and hold such other executive duties, offices and positions with the Company as may be reasonably assigned to him by the Board. During the Employment Term, the Executive shall be the most senior executive officer of the Company, and shall have those powers and duties normally associated with the position and such other powers and duties consistent with such position as may be prescribed by the Board. The Executive shall report directly to the Board in carrying out his responsibilities under this Agreement. The Executive will comply with and be bound by the Company's policies, procedures and practices as communicated to the Executive from time to time and in effect during the Employment Term.

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(a) Company Restructuring. The Company currently operates as an internally managed closed-end investment company registered under the 1940 Act. The Executive acknowledges that in the future the Company may be restructured to no longer so operate. The Executive agrees to take all actions necessary or desirable to effect any such future restructuring of the Company.

### 3. *Covenants of Executive.*

(a) Best Efforts. The Executive agrees that he will at all times faithfully and diligently perform all of the duties and obligations required of him to the best of his ability and experience, consistent and commensurate with the Executive's positions, pursuant to the terms hereof. The Executive will devote all time and efforts as may be necessary and appropriate from time to time under the circumstances for the proper discharge of his duties and obligations under this Agreement.

(b) Reports. The Executive shall use his best efforts and skills to truthfully, accurately, and promptly make, maintain, and preserve all records and reports that the Company may, from time to time, request or require, fully account for all money, records, equipment, materials, or other property belonging to the Company of which he may have custody, and promptly pay and deliver the same whenever he may be directed to do so by the Company's Board.

(c) Records. The Executive shall use his best efforts and skills to cause the Company to maintain a system of accounting and book and record keeping in accordance with the Company's policies and procedures and generally accepted accounting principles, which shall be consistently applied, and to maintain a complete and accurate record of each of the Company's transactions.

(d) Expertise. The Executive shall make available to the Company any and all information of which he has knowledge that is relevant to the Company's Business and shall make all suggestions and recommendations that he believes will be of benefit to the Company provided such actions will not violate Executive's warranties set forth in Section 9.

(e) Duty of Loyalty. The Executive acknowledges and agrees that he owes a fiduciary duty of loyalty to act at all times in the best interests of the Company. In keeping with such duty, the Executive will make full disclosure to the Company of and will not appropriate for his own benefit or for the benefit of any other person, firm or corporation with whom the Executive is employed or has a consulting or other arrangement or interest, any passive business or investment opportunities which became known to the Executive as a result of the Executive's association with the Company; provided, however, that the Executive shall be permitted to invest in such passive business or investment opportunity if, following disclosure of such opportunity to the Board, the Board determines that the Company should not pursue the opportunity itself and the Board consents (which consent will not be unreasonably withheld) to the proposed investment by the Executive. The Executive will also make full disclosure to the Company of any matter of which he is aware, or reasonably should be aware, that creates a conflict or that he reasonably believes could result in a conflict between the interests of the Company on the one hand and the Executive's own interests or the interests of any other person, firm or corporation with whom the Executive is employed or has a consulting or other arrangement or interest that arises in connection with the Executive's duties and obligations under this Agreement. The provisions of this Section 3(e) are intended to supplement and not limit Executive's duty of loyalty pursuant to applicable state and federal law.

(f) Compliance. The Executive shall use his best efforts and skills to cause the Company to comply with all of its contractual obligations and commitments, as well as all applicable laws, rules and regulations and such other guidelines as the Board may establish or approve.

#### 4. *Compensation*.

(a) Salary. During the Employment Term, the Company will pay Executive as compensation for his services a salary at a rate of \$[ ] per month, as modified from time to time at the discretion of the Board or a duly constituted committee of the Board (the "Base Salary"). The Salary will be paid in regular installments in accordance with the Company's normal payroll practices, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions.

(b) Bonus. During the Employment Term, Executive may receive a bonus based on criteria established by the Board or otherwise in the Board's discretion or as part of a share of any bonus pool designated by the Board for any year subject to the discretion of the Board. Executive's bonus, if any, shall be payable (subject to required withholding) no later than thirty (30) days after completion of the audited financial statements of the Company and its parent for the applicable year. Receipt of any bonus is contingent upon Executive's continued employment with the Company through the date the bonus is paid. No "pro-rated" or "partial" bonus will be provided to Executive unless approved by the Board in its sole discretion.

(c) Employee Benefits. During the Employment Term, Executive will be entitled to participate in the standard employee benefit plans or policies maintained by the Company of general applicability to other executive officers of the Company as may be in effect from time to time. In addition, during the Employment Term, Executive shall be entitled to annual paid vacation pursuant to the terms and provisions of the Company's vacation leave policies as in effect from time to time (which in any event shall not provide for carry over of accrued vacation from a prior year), with the timing and duration of specific vacations mutually and reasonably agreed to by Executive and the Company. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

(d) Business Expenses. During the Employment Term, the Company will reimburse Executive for reasonable business-related expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time. The Company shall lease an automobile, to be chosen by the Executive, for his use or the Company may reimburse the Executive for the lease of an automobile, or the Company shall pay to the Executive a monthly automobile allowance, at the Executive's option. During the Employment Term, the monthly lease payment by the Company for such automobile shall not exceed \$[ ] or the monthly automobile allowance shall be \$[ ], provided, however, that if the monthly lease payment is greater than \$[ ], the Company shall only pay \$[ ] per month of the monthly lease payment. In addition, the Company shall pay, or reimburse the Executive promptly after receiving supporting documentation relating thereto, all taxes, all insurance costs, and all other expenses associated with the lease and use of such automobile.

*5. Termination on Death or Disability.*

(a) Generally. Executive's employment will terminate automatically upon Executive's death or, upon fourteen (14) days prior written notice from the Company, in the event of the Executive's Disability.

(b) Effect of Termination. Upon any termination for death or Disability, Executive shall be entitled to: (i) Executive's Base Salary through the effective date of termination; (ii) the right to continue health care benefits under COBRA, at Executive's cost, to the extent required and available by law; (iii) payment of any accrued but unused vacation; (iv) reimbursement of accrued but unpaid expenses for which Executive is entitled to be reimbursed pursuant to Section 4(d) above; and (v) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

*6. Involuntary Termination for Cause, Voluntary Termination by Executive or Expiration of Employment Term.*

(a) Generally. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment at any time for Cause. Termination for Cause shall be effective on the date the Company gives notice to Executive of such termination in accordance with this Agreement unless otherwise agreed by the parties. In addition, Executive may terminate Executive's employment at any time upon thirty (30) days notice to the Company or such earlier date as agreed by the parties. Further, unless this Agreement is extended or renewed by mutual written agreement of the parties prior to the expiration of the Employment Term, Executive's employment with the Company under this Agreement shall be deemed terminated at the expiration of the Employment Term.

(b) Effect of Termination. In the case of a termination of Executive's employment under this Section 6, Executive shall be entitled to receive: (i) Base Salary through the effective date of the termination; (ii) the right to continue health care benefits under COBRA, at Executive's cost, to the extent required and available by law; (iii) payment of any accrued but unused vacation; (iv) reimbursement of accrued but unpaid expenses for which Executive is entitled to be reimbursed pursuant to Section 4(d) above; and (v) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

*7. Involuntary Termination Without Cause or for Good Reason.*

(a) Effect of Termination. Notwithstanding any other provision of this Agreement, the Company shall be entitled to terminate Executive without Cause at any time during the Employment Term, subject to the provisions of Section 7(b).

(b) Payments on Termination Without Cause or for Good Reason. If Executive is terminated by the Company involuntarily without Cause (excluding any termination due to death or Disability) or Executive resigns for Good Reason, then, subject to the limitations of Sections 7(c) and 13(m) below, Executive shall be entitled to receive: (i) his Base Salary through the date of termination; (ii) continuation of Executive's Base Salary as then in effect (less applicable withholding) for a period following the date of termination of six (6) months thereafter, payable in accordance with the Company's normal payroll practices; (iii) the right to continue health care benefits under COBRA, at Executive's cost, to the extent required and available by law; (iv) payment of any accrued but unused vacation; (v) reimbursement of accrued but unpaid expenses for which Executive is entitled to be reimbursed pursuant to Section 4(d) above; and (vi) no other severance or benefits of any kind, unless required by law or pursuant to any written Company plans or policies, as then in effect.

(c) Conditions Precedent. Any severance payments contemplated by Section 7(b)(ii) above are subject to and otherwise conditioned on Executive: (i) continuing to comply with the terms of this Agreement (including the restrictive covenants set forth in Section 11 below); (ii) delivering within sixty (60) days after the date of termination and not revoking, a general release of claims relating to Executive's employment and/or this Agreement against the Company or its successor, its subsidiaries and their respective directors, officers, and stockholders in a form acceptable to the Company or its successor; and (iii) immediately resigning all other positions (including board membership) Executive may hold on behalf of the Company. Unless otherwise required by law, no severance payments under Section 7(b)(ii) will be paid and/or provided until after the expiration of any relevant revocation period.

*8. Definitions.*

(a) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) The commission by Executive of any felony or any other crime involving moral turpitude;

(ii) The entry of an order duly issued by any federal or state regulatory agency having jurisdiction over the Company removing Executive from any office held by Executive with the Company or prohibiting Executive from participating in the Business or affairs of the Company;

(iii) The revocation or threatened revocation of a material Company government license or approval, which such revocation or threatened revocation would be alleviated or mitigated in any material respect by the termination of Executive's employment with the Company;

(iv) The commission by Executive of an act of fraud upon or dishonesty toward the Company or any affiliate of the Company, or material violation of the Company's policies or procedures;

(v) The misappropriation by Executive of any funds or property or other rights of the Company or any affiliate of the Company;

(vi) The failure by Executive to perform the material duties assigned to him under the terms of this Agreement or the violation by Executive of any other material term of this Agreement which shall not be cured within a time specified by the Company;

(vii) The engagement by Executive in any activity which gives rise to a material conflict of interest with the Company or any affiliate of the Company which shall not be cured following ten days' written notice and a demand to cure such failure or violation;

(viii) The intentional or negligent use or the imparting by Executive of any material confidential or proprietary information of the Company or any affiliate of the Company in violation of this Agreement; or

(ix) Any willful action or failure to act on the part of the Executive that results in injury to the assets, Business or prospects of the Company or any affiliate of the Company.

(b) COBRA. For purposes of this Agreement, "COBRA" shall mean continuation of any applicable employer-provided group medical, dental or vision coverage in accordance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985.

(c) Disability. For purposes of this Agreement, "Disability" means that Executive, at the time notice is given, has been unable to substantially perform Executive's duties under this Agreement for not less than one-hundred and twenty (120) work days within a twelve (12) consecutive month period as a result of Executive's incapacity due to a physical or mental condition and, if reasonable accommodation is required by law, after any reasonable accommodation.

(d) Good Reason. For purposes of this Agreement, "Good Reason" shall exist in the event that Executive terminates Executive's employment due to, and within a period of 30 days following, the occurrence of any of the following (and provided the Company does not cure such condition or circumstance after receiving notice thereof from Executive): (i) Company's requirement that Executive's principal place of work relocate more than fifty (50) miles from its location as of the Effective Date without the consent of Executive to such relocation, or (ii) any failure by Company to pay, or any reduction greater than fifteen percent (15%) by Company of, the Base Salary (unless reductions comparable in amount and duration are concurrently made for all other executive officers of Company).

9. *Representations and Warranties of Executive.* The Executive hereby represents and warrants to the Company as follows:

(a) The Executive is knowledgeable and experienced in the self storage business and has several years of experience within the industry.

(b) The Executive represents and warrants to the Company that this Agreement is legal, valid and binding upon the Executive and the execution of this Agreement and the performance of the Executive's duties and obligations hereunder do not and will not constitute a breach of, or conflict with the terms or provisions of, any valid and enforceable agreement, arrangement or understanding to which the Executive is a party.

(c) The Executive has not, and will not during the Employment Term, enter into any oral or written agreement, arrangement or understanding in conflict with any of the provisions of this Agreement. The Executive further represents that he is entering into or has entered into an employment relationship with the Company of his own free will.

(d) The Executive is not currently subject to any other employment or similar agreement with a person or entity unaffiliated with the Company and neither the execution nor the fulfillment of any of the terms or conditions herein by the Executive will violate any such agreement or otherwise result in legal liability, loss, or damages to the Company under such an agreement. Notwithstanding anything contained in this Agreement to the contrary, it is recognized and understood by the parties hereto that Executive is and is expected to remain at all times during the Employment Term a director and/or officer of the following affiliates of the Company: Tuxis Corporation, which is engaged through subsidiaries in self storage and real estate development, Winmill & Co. Incorporated, and Bexil Corporation, and their subsidiaries and affiliates ("Effective Date Affiliates").

10. *Representations of the Company.* The Company hereby represents and warrants to the Executive as follows:

(a) The Company has all requisite power and authority to enter into and to fully perform this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms.

11. *Restrictive Covenants.*



(a) Confidential Information. The Executive shall not, during the Employment Term or at any time thereafter, directly or indirectly, use any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party (other than when required to do so in good faith to perform his duties and responsibilities under this Agreement or when required to do so by a lawful order of a court of competent jurisdiction). For the purposes of this Agreement, "Confidential Information" shall mean all information respecting the business and activities of the Company, or any parent, subsidiary or affiliate of the Company, including, without limitation, the terms and provisions of this Agreement, the clients, customers, suppliers, employees, consultants, computer or other files, projects, products, digital files or other media, financial information, methodologies, know-how, processes, practices, approaches, projections, forecasts, formats, systems, data gathering methods, and/or strategies of the Company, or any parent, subsidiary, or affiliate of the Company. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, generally available to the public (unless such availability occurs as a result of Executive's breach of any portion of this Section 11(a) or any other obligation the Executive owes to the Company, or any parent, subsidiary, or affiliate of the Company) or any information that becomes available lawfully to the Executive on a non-confidential basis from a source other than the Company or its affiliates.

(b) Noncompetition. During the Employment Term and except with respect to Effective Date Affiliates, subject to the provisions of Section 3(e) above, the Executive shall not, directly or indirectly: (i) engage in any business or activity, whether as an employee, consultant, partner, principal, agent, representative, stockholder, or in any other individual, corporate, or representative capacity, or render any services or provide any advice to any business, activity, person, or entity, if such business, activity, service, person, or entity, directly or indirectly competes in any material manner with (A) the Company, (B) any parent, subsidiary, or affiliate of the Company, or (C) any product, service, or other business of any such entities that is being offered by such entities or is in development as of the date of the termination of Executive's employment with the Company, and/or (ii) meaningfully assist, help, or otherwise support, without the prior express written consent of the Company, any person, business, corporation, partnership, or other entity or activity, whether as an employee, consultant, partner, principal, agent, representative, stockholder, or in any other individual, corporate, or representative capacity, to create, commence, or otherwise initiate, or to develop, enhance, or otherwise further, any business or activity that directly or indirectly competes (or is reasonably likely to compete) in any manner with any material business or activity of the Company or any parent, subsidiary, or affiliate of the Company.

(c) Nonsolicitation. During the Employment Term and except with respect to Effective Date Affiliates, subject to the provisions of Section 3(e) above, the Executive shall not, directly or indirectly, (i) take any action to solicit or divert any business (or potential business) or clients or customers (or potential clients or potential customers) away from the Company or any parent, subsidiary, or affiliate of the Company, (ii) induce customers, potential customers, clients, potential clients, suppliers, agents, or other persons under contract or otherwise associated or doing business with the Company or any parent, subsidiary or affiliate, of the Company away from the Company or any parent, subsidiary, or affiliate of the Company, (iii) induce any person in the employment of, or having a consulting arrangement with, the Company or any parent, subsidiary, or affiliate of the Company to (A) terminate such employment or consulting arrangement, or (B) accept employment, or enter into any consulting arrangement, with anyone other than the Company or any parent, subsidiary, or affiliate of the Company, and/or (iv) interfere with the customers, suppliers, or clients of the Company or any parent, subsidiary, or affiliate of the Company in any manner. For purposes of this Section 11(c), a "potential client" or a "potential customer" shall mean a person or entity that the Company or any parent, subsidiary or affiliate of the Company is, or in the reasonably foreseeable future will be, soliciting or considering soliciting (or has targeted for solicitation, or will be so targeting in the reasonably foreseeable future), or has, at any time or from time to time, been soliciting for or in respect of any current, actively pending, or contemplated products, businesses, or services offered by the Company or any parent, subsidiary, or affiliate of the Company (the "Products"), and "potential business" shall mean any current or reasonably foreseeable commercial activity or any current or reasonably foreseeable commercial opportunity associated in any way with the Products.

(d) Injunctive Relief. Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to this Section 11. Executive agrees that such restraints are necessary for the reasonable and proper protection of the Company and its affiliates and that they are reasonable in respect to subject matter, length of time, and geographic area. Executive further acknowledges that, were he to breach any of the covenants contained in this Section 11, the damage to the Company and its affiliates would be irreparable and the Company would have no adequate remedy at law. Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to seek preliminary and permanent injunctive relief against any breach or threatened breach by Executive of any of said covenants, without having to post bond. The parties further agree that, in the event that any covenant or restriction of this Section 11 shall be determined by any court of competent jurisdiction to be void or unenforceable for any reason, but would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction shall be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable, and effective.

12. *Limitation of Liability of the Executive.* The Executive shall not be liable to the Company for any loss or damage incurred by reason of any action taken or omitted to be taken by the Executive in connection with the performance of any of his duties or obligations under this Agreement; provided, however, that nothing contained herein shall protect or shall be deemed to protect the Executive against or entitle or be deemed to entitle the Executive to indemnification in respect of any liability to the Company or its shareholders to which the Executive would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of his duties under this Agreement, or by reason of his reckless disregard of his duties and obligations under this Agreement.

13. *Miscellaneous.*

(a) Time of Essence. Time shall be of the essence in all things pertaining to the performance of this Agreement unless waived in writing by the undersigned parties.

(b) Successors and Assigns. The Executive may not, under any circumstances, delegate any of his rights or obligations hereunder without first obtaining the written consent of the Company. This Agreement and all of the Company's rights and obligations hereunder may be assigned or transferred by the Company, in whole or in part, to any corporation or entity controlling, controlled by, or under common control with the Company, or to any successor of the Company or any entity acquiring all or substantially all of the business or assets of the Company without the consent of Executive, provided, no such assignment shall relieve the Company of its obligations hereunder without the express written consent of Executive.

(c) Notices. Any notice, request, demand, or other communication permitted or required to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to the Company or to Executive, as the case may be, or when deposited in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Company and the Executive as shown on the signature page hereto. Either party may change by notice the address to which notices are to be sent.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendments, modifications or supplements of this Agreement shall be binding unless executed in writing by the parties hereto.

(e) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(f) Applicable Law and Consent to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New York. The parties shall select as the forum for any litigation relating to this Agreement, and acknowledge in connection therewith the exclusive jurisdiction of, the federal and the state courts in the County of New York. The parties consent, stipulate, and agree without power or revocation that service of process upon the other party by means of any method reasonably calculated to notify such other party of any such suit, action, or proceeding shall be valid and effective service of process and further waive any rights to object to the laying of venue in any such court of any such suit, action, or proceeding or that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum.

(g) Severance. If any provision of this Agreement shall, for any reason, be held to violate of any applicable law or regulation, such provision shall be deemed to be unenforceable. The invalidity of such specific provision, however, shall not be held to invalidate any other provision hereof, and the remainder of this Agreement shall remain in full force and effect.

(h) Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Agreement.

(i) Waiver. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(j) No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement is intended to confer any right, remedy, obligation, or liability upon any person other than the parties hereto and their respective successors and permitted assigns.

(k) Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(i) All Section, Article, Exhibit, and Schedule references used herein refer to Sections, Articles, Exhibits, and Schedules of this Agreement. The Schedules and Exhibits are a part of this Agreement. All Section, Article, Exhibit and Schedule headings used herein are for reference purposes only and shall not be deemed to have any substantive effect.

(ii) Singular terms shall include the plural, and plural terms shall include the singular.

(iii) Accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

(iv) The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular provisions.

(l) Expenses of Enforcement. If any action, suit, or proceeding is brought by any party hereto against any other party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such action, suit, or proceeding, including reasonable attorney’s fees, shall be paid by the non-prevailing party.

(m) Compliance with Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six (6) months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Board, that does not cause such an accelerated or additional tax. In the event that payments under this Agreement are deferred pursuant to this Section 13(m) in order to prevent any accelerated tax or additional tax under Section 409A of the Code, then such payments shall be paid at the time specified under this Section 13(m) without any interest thereon. The Company shall consult with Executive in good faith regarding the implementation of this Section 13(m); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect thereto. Notwithstanding anything to the contrary herein, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "Separation from Service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "resignation," "termination," "termination of employment," or like terms shall mean Separation from Service. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code. Notwithstanding anything to the contrary herein, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code: (x) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year, (y) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (z) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

{Remainder of the Page Intentionally Left Blank}  
{Signature Page to Follow}

**IN WITNESS WHEREOF**, each of the parties has executed this Agreement as of the day and year first above written.

**GLOBAL INCOME FUND, INC.**

By: /s/ John F. Ramirez  
Name: John F. Ramirez  
Title: General Counsel

**EXECUTIVE**

By: /s/Mark C. Winmill  
Name: Mark C. Winmill

**Item 77(Q1)**

**Form of U.S. PB Agreement**

This U.S. PB Agreement (including all terms, schedules, supplements and exhibits attached hereto, this “**Agreement**”) is entered into between the customer specified below (“**Customer**”) and BNP Paribas Prime Brokerage, Inc. (“**BNPP PB, Inc.**”) on behalf of itself and as agent for the BNPP Entities (as defined in the Account Agreement attached as Exhibit A hereto). The Agreement sets forth the terms and conditions on which BNPP PB, Inc. will transact business with Customer. Customer and BNPP PB, Inc., on behalf of itself and as agent for the BNPP Entities, have also entered into the Account Agreement.

All terms, provisions and agreements set forth in each agreement listed below are hereby incorporated herein by reference with the same force and effect as though fully set forth herein, all of which taken together shall constitute a single, integrated agreement. All capitalized terms not defined herein shall have the respective meanings assigned to them in the Account Agreement.

(a) **Account Agreement**, attached as Exhibit A hereto;

(b) **Rehypothecation Exhibit**, attached as Exhibit B hereto;

(1) IN WITNESS WHEREOF, the parties have caused this U.S. PB Agreement to be duly executed and delivered as of March 29, 2012.

**BNP PARIBAS PRIME BROKERAGE, INC.**

for itself and as agent for the BNPP Entities

By:

Name:

Title:

**GLOBAL INCOME FUND, INC.**

Name of Customer

By:

Name:

Title:

JuJurisdiction of organization

Type of organization

Place of business / chief executive office

Organizational identification number

**Addresses for Notices to Customer**

Address

Attention

Telephone

Fax

Email

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## Exhibit A to U.S. PB Agreement – Account Agreement

This account agreement (including all schedules attached hereto, this “**Account Agreement**”) is entered into between Customer and BNP PARIBAS PRIME BROKERAGE, INC. (“**BNPP PB, Inc.**”), on behalf of itself and as agent for the BNPP Entities. This Account Agreement is incorporated as an exhibit to the U.S. PB Agreement (the “**Agreement**”) and sets forth the terms and conditions on which BNPP PB, Inc. will open and maintain accounts (the “**Accounts**”) for cash loans and other products or services and otherwise transact business with Customer. Certain capitalized terms used in this Agreement are defined in Section [18](#).

**1. Collateral Maintenance, Repayment of Financing** - The provisions of this Subsection shall apply except to the extent any such provisions contravene the Committed Facility Agreement (as defined herein) and such Committed Facility Agreement has not been terminated or the commitment therein has not expired. Customer will at all times maintain in, and upon written or oral demand furnish to, the Accounts, or otherwise provide to the BNPP Entities in a manner satisfactory to the BNPP Entities, assets of the types and in the amounts required by the BNPP Entities in light of outstanding Contracts (“**Deliverable Collateral**”). Immediately upon written or oral demand by BNPP PB, Inc., Customer shall pay to BNPP PB, Inc. in immediately available U.S. funds any principal balance of, accrued unpaid interest on, and any other Obligation owing in respect of, any Account.

### **2. Security Interest** -

- (a) Grant of Security Interest. Customer hereby assigns and pledges to the BNPP Entities all Collateral, and Customer hereby grants a continuing first priority security interest therein, a lien thereon and a right of set off against any Collateral, and all such Collateral shall be subject to a general lien and a continuing first security interest and fixed charge, in each case securing the discharge of all Obligations, Contracts with BNPP Entities and liabilities of Customer to the BNPP Entities hereunder and thereunder, whether now existing or hereafter arising and irrespective of whether or not any of the BNPP Entities have made advances in connection with such Collateral, and irrespective of the number of accounts Customer may have with any of the BNPP Entities, and of which BNPP Entity holds such Collateral.
- (b) No other Liens. All Collateral delivered to a BNPP Entity shall be free and clear of all prior liens, claims and encumbrances (other than liens solely in favor of the BNPP Entities), and Customer will not cause or allow any of the Collateral, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than security interests solely in the BNPP Entities’ favor. Furthermore, Collateral consisting of securities shall be delivered in good deliverable form (or the BNPP Entities shall have the power to place such securities in good deliverable form) in accordance with the requirements of the primary market or markets for such securities.
- (c) Perfection. Customer shall execute such documents and take such other actions as the BNPP Entities shall reasonably request in order to perfect the BNPP Entities’ rights with respect to any such Collateral. Without limiting the generality of the foregoing, Customer agrees to record the security interests granted hereunder in any internal or external register of mortgages and charges maintained by or with respect to Customer under Applicable Law. Customer shall pay the fees for any filing, registration, recording or perfection of any security interest contemplated by this Agreement and pay, or cause to be paid, from the Accounts any and all Taxes imposed on the Collateral by any authority. In addition, Customer appoints the BNPP Entities as Customer’s attorney-in-fact to act on Customer’s behalf to sign, seal, execute and deliver all documents, and do all acts, as may be required, or as any BNPP Entity shall determine to be advisable, to perfect the security interests created hereunder in, provide for any BNPP Entity to have control of, or realize upon any rights of any BNPP Entity in, any or all of the Collateral. The BNPP Entities and Customer each acknowledge and agree that each account maintained by any of the BNPP Entities to which any Collateral is credited is a “securities account” within the meaning of Article 8 of the Uniform Commercial Code, as in effect in the State of New York (the “**NYUCC**”), and all property and assets held in or credited from time to time to such an account shall be treated as a “financial asset” for purposes of Article 8 of the NYUCC, *provided that* any such account may also be a “deposit account” (within the meaning of Section 9-102(a)(29) of the NYUCC) or a “commodity account” (within the meaning of Section 9-102(a)(14) of the NYUCC). Each BNPP Entity represents and warrants that it is a “securities intermediary” within the meaning of Article 8 of the NYUCC and is acting in such capacity with respect to each such account maintained by it.
- (d) Effect of Security Interest. The BNPP Entities’ security interest in the Collateral shall (i) remain in full force and effect until the payment and performance in full of Customer’s Obligations, (ii) be binding upon Customer, its successors and permitted assigns, and (iii) inure to the benefit of, and be enforceable by, the BNPP Entities and their respective successors, transferees and assigns.
- (e) Contract Status. The parties acknowledge that this Agreement and each Contract entered into pursuant to this Agreement are each a “securities contract,” “swap agreement,” “forward contract,” or “commodity contract” within the meaning of the United States Bankruptcy Code (Title 11 of the United States Code) (the “**Bankruptcy Code**”) and that each delivery, transfer, payment and grant of a security interest made or required to be made hereunder or thereunder or contemplated hereby or thereby or made, required to be made or contemplated in connection herewith or therewith is a “transfer” and a “margin payment” or a “settlement payment” within the meaning of Sections 362(b)(6),(7),(17) and/or (27) and Sections 546(e), (f), (g) and/or (j) of the Bankruptcy Code. The parties further acknowledge that this Agreement is a “master netting agreement” within the meaning of the Bankruptcy Code and a “netting contract” within the meaning of the Federal Deposit Insurance Corporation Improvement Act of 1991.
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### 3. Maintenance of Collateral -

- (a) General. Each BNPP Entity that holds Collateral holds such Collateral for itself and also as agent and bailee for all other BNPP Entities that are secured parties under any Contract or as to which Customer has any Obligation. Except where otherwise required by Applicable Law or where adverse regulatory capital, reserve or other similar costs (“**Adverse Costs**”) would thereby arise, the security interests of the BNPP Entities in any Collateral shall rank in such order of priority as the BNPP Entities may agree from time to time; *provided, however*, that BNPP PB, Inc. shall have first priority interest in the assets that it holds other than assets held in a cash account. In the event that any BNPP Entity is obliged by Applicable Law to maintain a first priority lien, or where such BNPP Entity would suffer Adverse Costs if it did not maintain a first priority lien, such BNPP Entity’s interest in the applicable Collateral shall have priority over that of the other BNPP Entities to the extent required to satisfy the requirements of Applicable Law or avoid such Adverse Costs. In the event that two or more BNPP Entities are so obliged to maintain a first priority lien, or would suffer Adverse Costs if they did not maintain a first priority lien, such BNPP Entities shall determine among themselves the priority of their respective interests in the relevant Collateral. Notwithstanding anything herein to the contrary, except as otherwise agreed among the BNPP Entities, the security interest of the BNPP Entities in any Collateral consisting of the Customer’s right, title or interest in, to or under any Contract shall be subject to any enforceable right of setoff or netting (including, without limitation, any such right granted pursuant to Section 8 hereof) that any BNPP Entity that is party to such Contract may have with respect to the obligations of the Customer to such BNPP Entity (whether arising under such Contract or any other Contract).
- (b) Transfers of Collateral between Accounts. Customer agrees that the BNPP Entities, at any time, at any BNPP Entity’s discretion and without prior notice to Customer, may use, apply, or transfer any and all Collateral interchangeably between the BNPP Entities in any accounts in which Customer has an interest. With respect to Collateral pledged principally to secure Obligations under any Contract, the BNPP Entities shall have the right, but in no event the obligation, to apply all or any portion of such Collateral to Customer’s Obligations to any of the BNPP Entities under any other Contract, to transfer all or any portion of such Collateral to secure Customer’s Obligations to any of the BNPP Entities under any other Contract or to release any such Collateral. Under no circumstances shall any Collateral pledged principally to secure Obligations to any of the BNPP Entities under any Contract be required to be applied or transferred to secure Obligations to any of the other BNPP Entities or to be released if (i) any BNPP Entity determines that such transfer would render it undersecured with respect to any Obligations, (ii) an event of default has occurred with respect to Customer under any Contract or Obligation or (iii) any such application, transfer or release would be contrary to Applicable Law.
- (c) Control by BNPP Entities. Each BNPP Entity that (i) is the securities intermediary in respect of any securities account constituting Collateral, or to which any Collateral is credited or in which any Collateral is held or carried, agrees that it will comply with entitlement orders originated by any other BNPP Entity with respect to any such securities account or Collateral without any further consent by Customer, (ii) is the bank in respect of any deposit account constituting Collateral, or to which any Collateral is credited or in which any Collateral is held or carried, agrees with Customer and each other BNPP Entity (each of whom so agrees with it) that it will comply with instructions originated by any other BNPP Entity directing disposition of the funds in such deposit account without further consent by Customer and (iii) is the commodity intermediary in respect of any commodity contract or commodity account constituting Collateral, or any commodity account to which any Collateral is credited or in which any Collateral is held or carried, agrees with Customer and each other BNPP Entity (each of whom so agrees with it) that it will apply any value on account of any such Collateral as directed by any other BNPP Entity without further consent by Customer. Customer hereby consents to the foregoing agreements of the BNPP Entities. Each of the BNPP Entities that is the securities intermediary, commodity intermediary or bank with respect to any such securities, commodity or deposit account or any such commodity contract represents and warrants that it has not, and agrees that it will not, agree to comply with entitlement orders, directions or instructions concerning any such account or any security entitlements, financial assets, commodity contracts or funds credited thereto or held or carried thereon that are originated by any person other than (i) a BNPP Entity or (ii) (until a BNPP Entity shall have given a “notice of sole control”) Customer. Each BNPP Entity hereby notifies each other BNPP Entity of its security interest in, and the assignment by way of security to it of, the Collateral. Each BNPP Entity acknowledges such notice from each other BNPP Entity and each BNPP Entity and Customer consent to the security interest granted by this Section.

### 4. Rehypothecation - See Exhibit B.

### 5. Representations and Warranties of Customer - Customer (and, if a person or entity is signing this Agreement on behalf of Customer, such person or entity) hereby represents and warrants as of the date hereof, which representations and warranties will be deemed repeated on each date on which this Agreement is in effect, that:

- (a) Due Organization; Organizational Information. Customer is duly organized and validly existing under the laws of the jurisdiction of its organization; Customer’s jurisdiction of organization, type of organization, place of business (if it has only one place of business) or chief executive office (if it has more than one place of business) and organizational identification number are, in each case as set forth on the cover page hereof or as shall have been notified to BNPP PB, Inc. not less than 30 days prior to any change of such information; and unless Customer otherwise informs BNPP PB, Inc. in writing, Customer does not have any place of business in the United Kingdom.
- (b) Non-Contravention; Compliance with Applicable Laws. Customer is and will at all times be, in compliance with Applicable Law, all orders and awards binding on Customer or its property, Customer’s internal documents and policies (including organizational documents), and all material contracts (including this Agreement) or other instruments binding on or affecting Customer or any of its property. Further, Customer maintains adequate controls to be reasonably assured of such compliance. To the best of the Customer’s knowledge, there are and have been no legal or governmental proceedings or investigations pending or threatened to which Customer or any Related Person is a party or to which any of the properties of Customer or any Related Person is subject, except as disclosed to the BNPP Entities prior to the date of execution of this Agreement. Further, to Customer’s knowledge, the education, employment and other qualifications for the officers for the Customer in the prospectus provided to any

investors or otherwise made available by the Customer are correct and complete.

- (c) Full Power. Customer has full power and is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder. Customer has full power to enter into and engage in any and all transactions (i) in any Account with any BNPP Entity or (ii) that is subject to this Agreement. Further, this Agreement has been duly executed and delivered by Customer, and constitutes a valid, binding and enforceable agreement of Customer, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and general principles of equity.
- (d) No Consent. No consent of any person and no authorization or other action by, and no notice to, or filing with, any governmental authority or any other person is required that has not already been obtained (i) for the due execution, delivery and performance by Customer of this Agreement; or (ii) for the exercise by any of the BNPP Entities of the rights or remedies provided for in this Agreement, including rights and remedies in respect of the Collateral.
- (e) No Prior Lien. Customer is the lawful owner of all Collateral, free and clear of all liens, claims, encumbrances and transfer restrictions, except such as are created under this Agreement, other liens in favor of one or more BNPP Entities, and Customer will not cause or allow any of the Collateral, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than those in favor of the BNPP Entities. No person (other than any BNPP Entity) has an interest in any Account or any other accounts of Customer with any of the BNPP Entities, any Collateral or other assets or property held therein or credited thereto or any other Collateral. Unless Customer has notified BNPP PB, Inc. to the contrary, none of the Collateral are "restricted securities" as defined in Rule 144 under the Securities Act of 1933.
- (f) ERISA. (i) The assets used to consummate the transactions provided hereunder shall not constitute the assets of (A) an "employee benefit plan" that is subject to Part 4, Subtitle B, Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (B) a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), that is subject to Section 4975 of the Code, or (C) a person or entity the underlying assets of which are deemed to include plan assets as determined under Section 3(42) of ERISA and the regulations thereunder, and (ii) either (A) the assets used to consummate the transactions provided hereunder shall not constitute the assets of a governmental plan that is subject to any federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (a "Similar Law") or (B) the transactions hereunder do not violate any applicable Similar Law. Customer will notify BNPP PB, Inc. (1) if Customer is aware in advance that it will breach the foregoing representation and warranty (the "**Representation**"), reasonably in advance of it breaching the Representation, or (2) promptly upon becoming aware that it is in breach of the Representation. If Customer provides such notice or if BNPP PB, Inc. is aware that Customer is in breach or will be in breach of the Representation, upon a BNPP Entity's written request, Customer will terminate any or all transactions under this Agreement (x) if Customer gave advance notice that it would breach the Representation, prior to breaching the Representation, (y) if Customer gave no notice but BNPP PB, Inc. is aware that Customer will be in breach of the Representation, prior to breaching the Representation (unless Customer avoids the occurrence of such breach) or, (z) if Customer is in breach of the Representation, immediately.
- (g) Market Timing. Customer does not presently engage in and will not engage in any Market-Timing Trading Activity, and Customer will not use the proceeds of any financing in furtherance of any Market-Timing Trading Activity. Customer does not presently engage in and will not engage in any transactions and does not and will not cause any person to engage in any transactions, that would constitute, for any party to such transactions, a violation of (i) Rule 22c-1 of the Investment Company Act or (ii) analogous Applicable Law relating to the timing of purchases, sales and exchanges of non-U.S. mutual funds, non-U.S. unit trusts or analogous non-U.S. investment vehicles. Customer will not use the proceeds of any financing to invest, whether directly or indirectly, in Market-Timing Investment Entities and Customer is, and at all times will be, in compliance with (i) Investment Company Act Rule 22c-1 in connection with the purchase, sale and exchange of all U.S. mutual funds and (ii) all analogous Applicable Law relating to the timing of purchases, sales and exchanges of non-U.S. mutual funds, non-U.S. unit trusts or analogous non-U.S. investment vehicles. To the extent that Customer learns that Customer has invested in a Market-Timing Investment Entity, Customer shall immediately notify BNPP PB, Inc. of such investment, including the name of each such Market-Timing Investment Entity and the amount of the investment, as well as Customer's plan to divest Customer's investment in such entity in a timely manner, and Customer shall immediately commence such divestment and complete the same in a timely manner.
- (h) Information Provided by Customer; Financial Statements. Any information provided by Customer to any BNPP Entity in connection with this Agreement is correct and complete and Customer agrees promptly to notify the relevant BNPP Entity if there is any material change with respect to any such information. Customer's financial statements or similar documents previously or hereafter provided to the BNPP Entities (i) do or will fairly present the financial condition of Customer as of the date of such financial statements and the results of its operations for the period for which such financial statements are applicable, (ii) have been prepared in accordance with generally accepted accounting principles consistently applied and, (iii) if audited, have been certified without reservation by a firm of independent public accountants. Customer will promptly furnish to the relevant BNPP Entity any information (including financial information) about Customer upon such BNPP Entity's request.
- (i) Anti-Money Laundering. To the best of Customer's knowledge, none of Customer, any person controlling or controlled by Customer, any person having a beneficial interest in Customer, or any person for whom Customer acts as agent or nominee in connection herewith is: (i) an individual or entity, country or territory, that is named on a list issued by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or an individual or entity that resides, is organized or chartered, or has a place of business, in a country or territory subject to OFAC's various sanctions/embargo programs; (ii) a resident in, or organized or chartered under the laws of (A) a jurisdiction that has been designated by the Secretary of the Treasury under the USA PATRIOT Act as warranting special measures and/or as being of primary money laundering concern, or (B) a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles by a multinational or inter-governmental group such as the Financial Action Task Force on Money Laundering ("**FATF**") of which the United States is a member; (iii) a financial institution that has been designated by the Secretary of the Treasury as warranting special measures and/or as being of primary money laundering concern; (iv) a "senior foreign political figure," or any "immediate family" member or "close

associate” of a senior foreign political figure, in each case within the meaning of Section 5318(i) of Title 31 of the United States Code or regulations issued thereunder; or (v) a prohibited “foreign shell bank” as defined in Section 5318(j) of Title 31 of the United States Code or regulations issued thereunder, or a U.S. financial institution that has established, maintains, administers or manages an account in the U.S. for, or on behalf of, a prohibited “foreign shell bank”.

**6. Short Sales** - Customer agrees to comply with Applicable Law relating to short sales, including but not limited to any requirement that Customer designate a sale as “long” or “short”.

**7. No Obligation** - Customer agrees that BNPP PB, Inc. shall be under no obligation to effect or settle any trade on behalf of Customer and that BNPP PB, Inc. reserves the right at any time to place a limit on the type or size of transactions which are to be settled and cleared by BNPP PB, Inc. For the avoidance of doubt, no BNPP Entity is required to extend, renew or “roll-over” any Contract or transaction including, but not limited to, any Contract executed on an “open” basis or demand basis with Customer, notwithstanding past practice or market custom.

**8. Events of Default; Setoff** -

(a) Events of Default. The following Events of Default shall apply only to the extent the Committed Facility Agreement has been terminated or the commitment therein has expired. (i) In the event of default by Customer on any Obligation under any transaction or contract or a default, event of default, declaration of default, termination event, exercise of default remedies, or other similar condition or event under any transaction or contract (howsoever characterized, which, for the avoidance of doubt, includes the occurrence of an Additional Termination Event or Specified Condition under an ISDA Master Agreement between Customer and any BNPP Entity, affiliate of a BNPP Entity or a third party entity, if applicable) in respect of Customer or any guarantor or credit support provider of Customer, (ii) if Customer shall become bankrupt, insolvent, or subject to any bankruptcy, reorganization, insolvency or similar proceeding or all or substantially all its assets become subject to a suit, levy, enforcement, or other legal process where a secured party maintains possession of such assets, has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets, has a secured party take possession of all or substantially all its assets, or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts, or (iii) if any representation or warranty made or deemed made by Customer under the Agreement proves false or misleading when made or deemed made (each of the foregoing, an “**Event of Default**”), BNPP PB, Inc. and any and all the BNPP Entities are hereby authorized, in their discretion, to take Default Action. If BNPP PB, Inc. or any other BNPP Entity elects to sell any Collateral, buy in any property, or cancel any orders upon an Event of Default, such sale, purchase or cancellation may be made on the exchange or other market where such business is then usually transacted, or at public auction or at private sale, without advertising the same and without any notice of the time or place of sale to Customer or to the personal representatives of Customer, and without prior tender, demand or call of any kind upon Customer or upon the personal representatives of Customer, all of which are expressly waived. The BNPP Entities may purchase or sell the property to or from any BNPP Entity or third parties in whole or in any part thereof free from any right of redemption, and Customer shall remain liable for any deficiency. A prior tender, demand or call of any kind from the BNPP Entities, or prior notice from the BNPP Entities, of the time and place of such sale or purchase shall not be considered a waiver of the BNPP Entities’ right to sell or buy any Collateral at any time as provided herein.

(b) Close-out. Upon the Close-out of any Contract, the Close-out Amount for such Contract shall be due. If, however, Applicable Law would stay or otherwise impair the enforcement of the provisions of this Agreement or any Contract upon the occurrence of an insolvency related Close-out or Event of Default, then Close-out shall automatically occur immediately prior to the occurrence of such insolvency related Close-out or Event of Default.

(c) Setoff. At any time and from time to time, the BNPP PB, Inc. and any and all BNPP Entities are hereby authorized, in their discretion, to set off and otherwise apply any and all of the obligations of any and all BNPP Entities then due to Customer against any and all Obligations of Customer then due to such BNPP Entities (whether at maturity, upon acceleration or termination or otherwise). Without limiting the generality of the foregoing, upon the occurrence of the Close-out of any Contract, each BNPP Entity shall have the right to net the Close-out Amounts due from it to Customer and from Customer to it, so that a single settlement payment (the “**Net Payment**”) shall be payable by one party to the other, which Net Payment shall be immediately due and payable (subject to the other provisions hereof and of any Contract); *provided that* if any Close-out Amounts may not be netted against all other Close-out Amounts, such excluded Close-out Amounts shall be netted among themselves to the fullest extent permitted under Applicable Law. Upon the occurrence of a Close-out, each BNPP Entity may also (i) liquidate, apply and set off any or all Collateral against any Net Payment, payment, or Obligation owed to it or any other BNPP Entity under any Contract and (ii) set off and net any Net Payment, payment or obligation owed by it or any other BNPP Entity under any Contract against (x) any or all collateral or margin (or the Cash value thereof) posted by it or any other BNPP Entity to Customer under any Contract and (y) any Net Payment, payment or Obligation owed by Customer to any BNPP Entity (whether mature or unmatured, fixed or contingent, liquidated or unliquidated).

(d) Reinstatement of Obligations. If the exercise of any right to reduce and set-off pursuant to this Agreement shall be avoided or set aside by a court or shall be restrained, stayed or enjoined under Applicable Law, the obligations in respect thereof shall be reinstated or, in the event of restraint, stay or injunction, preserved in at least the amounts as of the date of restraint, stay or injunction between the applicable BNPP Entities, on the one hand, and Customer on the other, until such time as such restraint, stay or injunction shall no longer prohibit exercise of such right.

(e) BNPP Entity Consent. No BNPP Entity shall make any payment to Customer in respect of a Close-Out Amount without the consent of each other BNPP Entity that has a security interest in such Close-Out Amount.

**9. Indemnity** -

(a) General. Customer agrees to indemnify and hold the BNPP Entities harmless from and fully reimburse the BNPP Entities for any

Indemnified Losses. The indemnities under this Section 9 shall be separate from and in addition to any other indemnity under any Contract.

- (b) Delivery Failures. In case of the sale of any security, commodity, or other property by the BNPP Entities at the direction of Customer and the BNPP Entities' inability to deliver the same to the purchaser by reason of failure of Customer to supply the BNPP Entities therewith, Customer authorizes the BNPP Entities to borrow or purchase any such security, commodity, or other property necessary to make delivery thereof. Customer hereby agrees to be responsible for any cost, expense or loss which the BNPP Entities may sustain thereby.

#### 10. Limitation of Liability -

- (a) General. None of the BNPP Entities, nor any of their respective officers, directors, employees, agents or counsel, shall be liable for any action taken or omitted to be taken by any of them hereunder or in connection herewith except for the gross negligence or willful misconduct of the applicable BNPP Entity. No BNPP Entity shall be liable for any error of judgment made by it in good faith. The BNPP Entities may consult with legal counsel and any action taken or suffered in good faith in accordance with the advice of such counsel shall be full justification and protection to them.
- (b) Third Parties. The BNPP Entities may execute any of their duties and exercise their rights hereunder by or through agents (which may include affiliates) or employees. None of the BNPP Entities shall be liable for the acts or omissions of any subcustodian or other agent selected by it with reasonable care. All transactions effected with a third party for Customer shall be for the account of Customer and the BNPP Entities shall have no responsibility to Customer or such third party with respect thereto. Nothing in this Agreement shall create, or be deemed to create, any third party beneficiary rights in any person or entity (including any investor or adviser of Customer), other than the BNPP Entities.
- (c) No Liability for Indirect, Consequential, Exemplary or Punitive Damages; Force Majeure. In no event shall either party be held liable for indirect, consequential, exemplary or punitive damages. In no event shall the BNPP Entities be held liable for any loss of any kind caused, directly or indirectly, by any Force Majeure Event.

#### 11. Taxes -

- (a) Withholding Tax. Except as required by Applicable Law, each payment by Customer and all deliveries of Deliverable Collateral or Collateral under this Agreement shall be made, and the value of any Deliverable Collateral or Collateral shall be calculated, without withholding or deducting any Taxes. If any Taxes are required to be withheld or deducted, Customer shall pay such additional amounts as necessary to ensure that the actual net amount received by the BNPP Entities is equal to the amount that the BNPP Entities would have received had no such withholding or deduction been required. Customer will provide the BNPP Entities with any forms or documentation reasonably requested by the BNPP Entities in order to reduce or eliminate withholding tax on payments made to Customer with respect to this Agreement. The BNPP Entities are hereby authorized to withhold Taxes from any payment in delivery made hereunder and remit such Taxes to the relevant taxing authorities to the extent required by Applicable Law.
- (b) Qualified Dividends. Customer acknowledges that, with respect to the reduced U.S. federal income tax rate that applies to dividends received from U.S. corporations and certain foreign corporations by individuals who are citizens or residents of the United States, (i) the individual must satisfy applicable holding period requirements in order to be eligible for the reduced tax rate; (ii) the reduced tax rate does not apply to substitute or "in lieu" dividend payments paid to shareholders by broker-dealers under cash lending or securities lending arrangements which permit the broker-dealers to borrow securities from investors; and (iii) the reduced tax rate may not apply to dividends received from certain corporations, including money market funds, bond mutual funds, and Real Estate Investment Trusts. Customer further acknowledges that although Customer may receive from BNPP PB, Inc. a Form 1099-DIV indicating which dividends may qualify for the reduced tax rate, as required by applicable rules, Customer is responsible for determining which dividends qualify for the reduced tax rate based on Customer's own tax situation.
- (c) Income and Other Taxes. Except as otherwise expressly stated herein: (i) the BNPP Entities have no obligation or responsibility to Customer with respect to the accounting or reporting of income or other taxes with respect to the execution, delivery and performance of this Agreement, each related agreement and each transaction hereunder or thereunder (for the sake of clarity, including without limitation, with respect to any related margin lending agreement and each related transaction) (each a "**Transaction**"), including, without limitation, unrelated business taxable income under section 514 of the Code; and (ii) Customer shall alone be responsible for the payment of any and all taxes and related penalties, interests and costs arising from or relating to the Transactions. Customer represents and warrants, on and as of the date hereof and each date any Transaction remains outstanding, that Customer has in place policies and procedures necessary to ensure proper accounting and reporting of any and all taxation of the Customer and/or Accounts in connection with the Transactions.

#### 12. Notices; Instructions -

- (a) Notices. All notices and other communications provided hereunder shall be (i) in writing (including, for avoidance of doubt, electronic mail) and delivered to the address of the intended recipient specified on the cover page hereof or to such other address as such intended recipient may provide or (ii) posted onto the website maintained by BNPP PB, Inc. for Customer or (iii) in such other form agreed to by the parties. All communications sent to Customer, shall be deemed delivered to Customer as of (x) the date sent, if sent via facsimile, email or posted onto the Internet, (y) the date the messenger arrives at Customer's address as set forth on the signature page hereof, if sent via messenger; or (z) the next Business Day if sent via mail, in each case, whether actually received or not. Failure by Customer to object in writing to any communication within five Business Days of delivery shall be deemed evidence, in the absence of manifest error, that such communication is complete and correct.
- (b) Instructions. Notwithstanding anything to the contrary, Customer agrees that the BNPP Entities may rely upon any authorized instructions or any notice, request, waiver, consent, receipt or other document which the BNPP Entities reasonably believe to be

genuine and transmitted by authorized persons.

**13. BNPP Entities Are Not Advisers or Fiduciaries** - Customer represents that it is capable of assessing the merits (on its own behalf or through independent professional advice), and understands and accepts, the terms and conditions set forth in this Agreement and any transaction it may undertake with the BNPP Entities. Customer acknowledges that (a) none of the BNPP Entities is (i) acting as a fiduciary for or an adviser to Customer in respect of this Agreement or any transaction it may undertake with the BNPP Entities; (ii) advising it, performing any analysis, or making any judgment on any matters pertaining to the suitability of any transaction, or (iii) offering any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment or transaction, (b) the BNPP Entities do not guarantee or warrant the accuracy, reliability or timeliness of any information that the BNPP Entities may from time to time provide or make available to Customer and (c) the BNPP Entities may take positions in financial instruments discussed in the information provided Customer (which positions may be inconsistent with the information provided) and may execute transactions for themselves or others in those instruments and may provide investment banking and other services to the issuers of those instruments or with respect to those instruments. Customer agrees that (x) it is solely responsible for monitoring compliance with its own internal restrictions and procedures governing investments, trading limits and manner of authorizing investments, and with the Applicable Law affecting its authority and ability to trade and invest and (y) in no event shall a BNPP Entity undertake to assess whether a Contract or transaction is appropriate or legal for Customer.

**14. Litigation in Court, Sovereign Immunity, Service** -

- (a) ANY LITIGATION BETWEEN CUSTOMER AND THE BNPP ENTITIES OR INVOLVING THEIR RESPECTIVE PROPERTY MUST BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS. EACH PARTY HEREBY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM OR OTHER LEGAL ACTION IS HEREBY WAIVED BY ALL PARTIES TO THIS AGREEMENT.
- (c) EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY WAIVES WITH RESPECT TO ITSELF AND ITS REVENUES AND ASSETS (IRRESPECTIVE OF THEIR USE OR INTENDED USE) ALL IMMUNITY ON THE GROUNDS OF SOVEREIGNTY OR SIMILAR GROUNDS FROM (I) SUIT, (II) JURISDICTION OF ANY COURT, (III) RELIEF BY WAY OF INJUNCTION, ORDER FOR SPECIFIC PERFORMANCE, OR RECOVERY OF PROPERTY, (IV) ATTACHMENT OF ITS ASSETS (WHETHER BEFORE OR AFTER JUDGMENT) AND (V) EXECUTION OR ENFORCEMENT OF ANY JUDGMENT TO WHICH IT OR ITS REVENUES OR ASSETS MIGHT OTHERWISE BE ENTITLED IN ANY ACTIONS OR PROCEEDINGS IN SUCH COURTS, AND IRREVOCABLY AGREES THAT IT WILL NOT CLAIM SUCH IMMUNITY IN ANY SUCH ACTIONS OR PROCEEDINGS.
- (d) EACH PARTY HEREBY CONSENTS TO PROCESS BEING SERVED BY ANY BNPP ENTITY ON CUSTOMER IN ANY SUIT, ACTION OR PROCEEDING OF THE NATURE SPECIFIED IN CLAUSE (a) ABOVE BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED AIRMAIL, POSTAGE PRE-PAID, TO CUSTOMER AT THE ADDRESS SET FORTH AFTER CUSTOMER'S SIGNATURE BELOW; SUCH SERVICE SHALL BE DEEMED COMPLETED AND EFFECTIVE AS FROM 30 DAYS AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

**15. Applicable Law, Enforceability** - THIS AGREEMENT, ITS ENFORCEMENT, ANY CONTRACT (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY THEREIN), AND ANY DISPUTE BETWEEN THE BNPP ENTITIES AND CUSTOMER, WHETHER ARISING OUT OF OR RELATING TO CUSTOMER'S ACCOUNTS OR OTHERWISE INCIDENTAL TO SUCH ACCOUNTS OR THIS AGREEMENT, SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK. The parties hereto further agree that (i) the securities intermediary's jurisdiction, within the meaning of Section 8-110(e) of the NYUCC, in respect of any securities account constituting Collateral or to which any Collateral is credited or in which any Collateral is held or carried and in respect of any Collateral consisting of security entitlements; (ii) the bank's jurisdiction, within the meaning of Section 9-304(b) of the NYUCC, in respect of any deposit account constituting Collateral, or to which any Collateral is credited or in which any Collateral is held or carried; and (iii) the commodity intermediary's jurisdiction, within the meaning of Section 9-305(b) of the NYUCC, in respect of any commodity account constituting Collateral, or to which any Collateral is credited or in which any Collateral is held or carried and in respect of any Collateral consisting of commodity contracts, is the State of New York and agree that none of them has or will enter into any agreement to the contrary. Customer and BNPP PB, Inc. agree that, in respect of any Account maintained by BNPP PB, Inc., the law applicable to all the issues specified in Article 2(1) of the "Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary (Hague Securities Convention)" is the law in force in the State of New York and agree that none of them has or will enter into any agreement to the contrary.

**16. Modification; Termination; Assignment** -

- (a) Modification. Any modification of the terms of this Agreement must be made in writing and executed by the parties to this Agreement.
- (b) Termination. If the Committed Facility Agreement has been terminated, either BNPP PB, Inc. or Customer may terminate this Agreement upon delivery of written notice to the other party, *provided that* Customer's termination notice is only effective if it is accompanied by instructions as to the transfer of all property held in the Accounts. Sections 2, 3, 8, 9, 10, 14 and 15 and each representation made hereunder shall survive any termination.

- (c) Assignment. BNPP PB, Inc. may assign its rights hereunder or any interest herein or under any other Contract to any affiliate and otherwise on thirty days prior written notice to an unaffiliated entity. Customer may not assign its rights under or any interest in (i) any Contract without the prior written consent of BNPP PB, Inc. and each BNPP Entity that is a party thereto or (ii) this Agreement, including without limitation its right to any Close-Out Amount, without the prior written consent of each BNPP Entity. Any attempted assignment by Customer in violation of this Agreement shall be null, void and without effect.

## 17. Miscellaneous -

- (a) Fees. The provisions of this Subsection shall apply except to the extent any such provisions contravene the Committed Facility Agreement and such Committed Facility Agreement has not been terminated or the commitment therein has not expired. Customer agrees to pay all brokerage commissions, markups or markdowns in connection with the execution of transactions and other fees for custody and other services rendered to Customer as determined by BNPP PB, Inc. Customer authorizes the BNPP Entities to pay themselves or others for fees, commissions, markups and other charges, expenses and Obligations from any Account.
- (b) Contingency. The fulfillment of the obligations of any BNPP Entity to Customer under any Contract is contingent upon there being no breach, repudiation, misrepresentation or default (however characterized) by Customer which has occurred and is continuing under any Contract.
- (c) Conversion of Currencies. The BNPP Entities shall have the right to convert currencies in connection with the effecting of transactions and the exercise of any of their rights hereunder in a commercially reasonable manner.
- (d) Truth-in-Lending Statement. Customer hereby acknowledges receipt of a Truth-in-Lending disclosure statement. Subject to the Committed Facility Agreement (unless such agreement has been terminated or the commitment therein has expired), interest will be charged on any debit balances in the Accounts in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to Customer. Any debit balance which is not paid at the close of an interest period will be added to the opening balance for the next interest period.
- (e) Federal Deposit Insurance Corporation. Unless explicitly stated otherwise, transactions hereunder and funds held in the Accounts (i) are not insured by the Federal Deposit Insurance Corporation or any government agency, (ii) are not deposits or obligations of, or guaranteed by, BNP Paribas or any other bank; and (iii) involve market and investment risks, including possible loss of the principal amount invested.
- (f) USA Patriot Act Disclosure. BNPP PB, Inc., like all financial institutions, is required by Federal law to obtain, verify and record information that identifies each customer who opens an account with BNPP PB, Inc. When Customer opens an account with BNPP PB, Inc., BNPP PB, Inc. will ask for Customer's name, address, date of birth, government-issued identification number and/or other information that will allow BNPP PB, Inc. to form a reasonable belief as to Customer's identity, such as documents that establish legal status.
- (g) Anti-Money Laundering. Customer understands and acknowledges that the BNPP Entities are, or may in the future become, subject to money laundering statutes, regulations and conventions of the United States or other international jurisdictions, and Customer agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by any BNPP Entity for the purpose of carrying out due diligence as may be required by Applicable Law. Customer agrees that it will provide the BNPP Entities with such information as any BNPP Entity may reasonably require to comply with applicable anti-money laundering laws or regulations. Customer understands, acknowledges and agrees that to the extent permitted by Applicable Law, any BNPP Entity may provide information, including confidential information, to the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, or any other agency or instrumentality of the U.S. Government, or as otherwise required by Applicable Law, in connection with a request for information on behalf of a U.S. federal law enforcement agency investigating terrorist activity or money laundering.
- (h) Money Market Funds. Customer agrees that with respect to transactions effected in shares of any money market fund and any other transactions listed in Rule 10b-10(b)(1) of the Exchange Act, BNPP PB, Inc. may provide Customer with a monthly or quarterly written statement pursuant to Rule 10b-10(b) of the Exchange Act in lieu of an immediate confirmation.
- (i) No Waivers. No failure or delay in exercising any right, or any partial exercise of a right will operate as a waiver of the full exercise of that right. The rights provided in the Contracts are cumulative and not exclusive of any rights provided by law.
- (j) Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered will be an original, but all of which counterparts will together constitute one and the same instrument.
- (k) Integration; Severability. This Agreement supersedes all prior agreements as to matters within its scope. To the extent this Agreement contains any provision which is inconsistent with provisions in any other Contract or agreement between Customer and any of the BNPP Entities, or of which Customer is a beneficiary, the provisions of this Agreement shall control except if such other Contract explicitly states that it is intended to supersede this Agreement by name, in which case such other Contract shall prevail. If any provision of this Agreement is or becomes inconsistent with Applicable Law, that provision will be deemed modified or, if necessary, rescinded in order to comply. All other provisions of this Agreement shall remain in full force and effect. To the extent that this Agreement is not enforceable as to any Contract, this Agreement shall remain in full force and effect and be enforceable in accordance with its terms as to all other Contracts.
- (l) Master Agreement. This Agreement, together with each Contract and any supplements, modifications or amendments hereto or thereto, shall constitute a single business and contractual relationship among the parties with respect to the subject matter hereof.
- (m) Captions. Section designations and captions are provided for convenience of reference, do not constitute a part of this Agreement,



and are not to be considered in its interpretation.

- (n) Recording of Conversations. Customer is aware that the BNPP Entities may record conversations between any of them and Customer or Customer's representatives relating to the matters referred to in this Agreement and Customer has no objection and hereby agrees to such recording.
- (o) Proxy Disclosures. Any attempt to vote securities will be void to the extent that such securities are not in the possession or control of either BNPP PB, Inc. or a BNPP Entity, including (i) securities not yet delivered to BNPP PB, Inc. or a BNPP Entity, (ii) securities purchased and not paid for by settlement date, and (iii) securities that either BNPP PB, Inc. or a BNPP Entity has hypothecated, re-hypothecated, pledged, re-pledged, sold, lent or otherwise transferred. Please be advised that for the purposes of proxy voting, Customer will not be notified that the securities are not in either BNPP PB, Inc. or a BNPP Entity's possession or control. Furthermore, neither BNPP PB, Inc. nor any other BNPP Entity will notify Customer that a vote was void.
- (p) SIPC. BNPP PB, Inc. is a member of the Securities Investor Protection Corporation ("SIPC") through which customer accounts are protected in the event of a broker-dealer's insolvency up to \$500,000, including a maximum of \$100,000 for free cash balances. Neither SIPC nor the additional coverage is the same as or a substitute for FDIC deposit insurance, and they do not protect against declines in the market value of your securities. If you would like to contact the SIPC to obtain a SIPC brochure or to obtain other information about SIPC, you may call SIPC directly at (202) 371-8300 or visit the SIPC website at [www.sipc.org](http://www.sipc.org).
- (q) Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, absent fraud and gross negligence, any amounts owed or liabilities incurred by Customer in respect of any Obligations owed by Customer under any Contract may be satisfied solely from the assets of Customer. Without limiting the generality of the foregoing, absent fraud and gross negligence, in no event shall BNPP PB, Inc. or the BNPP Entities have recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against (i) any assets of any persons or entity (including, without limitation, any person or entity whose account is under the management of the investment manager of Customer) other than Customer, (ii) any assets of any affiliate of Customer, or (iii) any assets of the adviser or manager of Customer or any affiliate of such manager or adviser.

## 18. Certain Definitions -

- (a) "**Applicable Law**" means all applicable laws, rules, regulations and customs, including, without limitation, those of all U.S. and non-U.S., federal, state and local governmental authorities, self-regulatory organizations, markets, exchanges and clearing facilities, in all cases where applicable.
- (b) "**BNPP Entities**" means BNP Paribas, BNP Paribas Prime Brokerage International, Ltd. and BNPP PB Inc.
- (c) "**Business Day**" means any day other than a Saturday, Sunday or other day on which the New York Stock Exchange is closed.
- (d) "**Close-out**" means the termination, cancellation, liquidation, acceleration, or other similar action with respect to all transactions under one or more Contracts.
- (e) "**Close-out Amount**" means with respect to each Contract, the amount (expressed in U.S. Dollars or the U.S. Dollar Equivalent) calculated as payable by one party to the other upon Close-out of such Contract determined in accordance with the provisions of such Contract, or if no such provisions are specified, by following such procedures as the BNPP Entities determine in good faith are commercially reasonable and in accordance with industry practice.
- (f) "**Collateral**" means all right, title and interest of Customer in and to (i) each deposit, custody, securities, commodity or other account maintained by Customer with any of the BNPP Entities (including, but not limited to, any or all Accounts); (ii) any cash, securities, commodity contracts, general intangibles and other property which may from time to time be deposited, credited, held or carried in any such account, that is due to Customer from any of the BNPP Entities, or that is delivered to or in the possession or control of any of the BNPP Entities or any of the BNPP Entities' agents and all security entitlements with respect to any of the foregoing; (iii) all of Customer's right, title or interest in, to or under any Contract, including obligations owed by any of the BNPP Entities (after any netting or set off, in each case to the extent enforceable, of amounts owed under such Contract); (iv) all of Customer's security interests (or similar interests) in any property of any BNPP Entity securing any BNPP Entity's obligations to Customer under any Contract; (v) any property of Customer in which any of the BNPP Entities is granted a security interest under any Contract or otherwise (howsoever held); (vi) all income and profits on any of the foregoing, all dividends, interest and other payments and distributions with respect to any of the foregoing, all other rights and privileges appurtenant to any of the foregoing, including any voting rights and any redemption rights, and any substitutions for any of the foregoing; and (vii) all proceeds of any of the foregoing, in each case whether now existing or owned by Customer or hereafter arising or acquired.
- (g) "**Contract**" means this Agreement, the Committed Facility Agreement between the Customer and BNPP Entity (as amended from time to time, the "**Committed Facility Agreement**") dated as of the date hereof, and the Special Custody and Pledge Agreement between Customer, the BNPP PB, Inc. and State Street Bank and Trust Company (the "**Custodian**") (as amended from time to time, the "**Special Custody and Pledge Agreement**"), including in each case, the schedules, exhibits, and appendices thereto.
- (h) "**Default Action**" means (i) to terminate, liquidate and accelerate any and all Contracts, (ii) to exercise any right under any security relating to any Contract, (iii) to net or set off payments which may arise under any Contract or other agreement or under Applicable Law, (iv) to cancel any outstanding orders for the purchase or sale or borrowing or lending of any securities or other property, (v) to sell, apply or collect on any or all of the Collateral (either individually or jointly with others), (vi) to buy in any securities, commodities or other property of which any Account of Customer may be short, and (vii) to exercise any rights and remedies available to a secured creditor under any Applicable Law or under the NYUCC (whether or not the NYUCC is otherwise applicable in the relevant jurisdiction).
- (i) "**Force Majeure Event**" means government restrictions, exchange or market actions or rulings, suspension of trading, war

(whether declared or undeclared), terrorist acts, insurrection, riots, fires, floods, strikes, failure of utility or similar services, accidents, adverse weather or other events of nature (including but not limited to earthquakes, hurricanes and tornadoes) and any other conditions beyond the BNPP Entities' control and any event where any communications network, data processing system or computer system used by any of the BNPP Entities or Customer or by market participants is rendered wholly or partially inoperable.

- (j) **"Indemnified Losses"** means any loss, claim, damage, liability, penalty, fine or excise tax (including any reasonable legal fees and expenses relating to any action, proceeding, investigation and preparation therefor) when and as incurred by the BNPP Entities (i) pursuant to authorized instructions received by the BNPP Entities' from Customer or its agents, (ii) as a consequence of a breach by Customer of any covenant, representation or warranty hereunder, (iii) in settlement of any claim or litigation relating to BNPP Entities' acting as agent for Customer or (iv) in connection with or related to any Account, this Agreement, any Contract, any transactions hereunder or thereunder, any activities or services of the BNPP Entities in connection with this Agreement or otherwise (including, without limitation, (A) any technology services, reporting, trading, research or capital introduction services or (B) any DK or disaffirmance of any transaction hereunder). "Indemnified Losses" shall (x) include without limitation any damage, loss, cost and expense that is incurred to put the BNPP Entities in the same economic position as they would have been in had a default (howsoever defined) under any Contract not occurred, or that arises out of any other commitment any BNPP Entity has entered into in connection with or as a hedge in connection with any transaction or in an effort to mitigate any resulting loss to which any BNPP Entity is exposed because of a default (howsoever defined) under any Contract and (y) not include any losses of a BNPP Entity resulting directly from such BNPP Entity's gross negligence or willful misconduct.
- (k) **"Market-Timing Investment Entities"** means hedge funds, private investment funds or other companies or partnerships that engage in Market Timing Trading Activity.
- (l) **"Market-Timing Trading Activity"** means (i) purchasing and selling, or exchanging, mutual fund or similar investment units to exploit short-term differentials in the prices of such funds or similar units and their underlying assets, and similar trading strategies or (ii) purchasing and selling, or exchanging mutual fund or similar investment units more than twice within a thirty-day period. Notwithstanding the above, the following shall not constitute "Market-Timing Trading Activity": (x) trading of money market funds, short-term bond funds or exchange-traded funds or (y) trading of mutual funds in the manner consistent with such fund's prospectus or other offering documents.
- (m) **"Obligations"** means any and all obligations of Customer to any BNPP Entity arising at any time and from time to time under or in connection with any and all Contracts (including but not limited to obligations to deliver or return Deliverable Collateral or other assets or property (howsoever described) under or in connection with any such Contract), in each case whether now existing or hereafter arising, whether or not mature or contingent.
- (n) **"Related Person"** means principals, directors and senior employees (in such official capacity as principal, director or senior employee, as the case may be) of (i) Customer, (ii) Customer's affiliates, (iii) Customer's investment manager or (iv) any person or entity for which Customer's investment manager acts as investment manager.
- (o) **"Taxes"** means any taxes, levies, imposts, duties, charges, assessments or fees of any nature, including interest, penalties and additions thereto that are imposed by any taxing authority.
- (p) **"U.S. Dollar Equivalent"** of an amount, as of any date, means: in respect of any amount denominated in a currency, including a composite currency, other than U.S. Dollars (an **"Other Currency"**), the amount expressed in U.S. Dollars, as determined by the BNPP Entities, that would be required to purchase such amount (where the BNPP Entities would require Customer to deliver such Other Currency in connection with a Contract) or would be received for the sale of such amount of such Other Currency (where the BNPP Entities would deliver such Other Currency to Customer in connection with a Contract), as of such date at the rate equal to the spot exchange rate of a foreign exchange agent (selected in good faith by the BNPP Entities) at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) or such later time as the BNPP Entities in their reasonable discretion shall determine.

## 19. Software -

- (a) License; Use. Upon any BNPP Entity's delivering to Customer, or making available for use by Customer, any computer software or application, as such may be delivered, made available, and modified by any BNPP Entity from time to time in its sole discretion (the **"Software"**), the BNPP Entities grant to Customer a personal, non-transferable and non-exclusive license to use the Software solely for Customer's own internal and proper business purposes and not in the operation of a service bureau or other business outside of or in addition to Customer's ordinary course of business. The Software includes all associated "Information" as that term is used in this Section. The Software may include trade blotter functions, capital accounting functions, interfaces with other systems and accounting functions, a Customer website, and other software or communication or encryption systems that may be developed from time to time. Except as set forth herein, no license or right of any kind is granted to Customer with respect to the Software.
- (b) Ownership. Customer acknowledges that the BNPP Entities and their suppliers retain and have title and exclusive proprietary rights to the Software, including any trade secrets or other ideas, concepts, know-how, methodologies, or information incorporated therein and the exclusive rights to any copyrights, trademarks and patents (including registrations and applications for registration of either), or other statutory or legal protections available in respect thereof. Customer further acknowledges that all or a part of the Software may be copyrighted or trademarked (or a registration or claim made therefore) by a BNPP Entity or its suppliers. Customer may not remove any statutory copyright notice or other notice included in the Software or on any media containing the Software. Customer shall not take any action with respect to the Software inconsistent with the foregoing acknowledgments.
- (c) Limitation on Reverse Engineering, Decompilation and Disassembly. Customer shall not, nor shall it attempt to decompile,



disassemble, reverse engineer, modify, or create derivative works from the Software.

- (d) Transfer. Customer may not, directly or indirectly, sell, rent, lease or lend the Software or provide any of the Software or any portion thereof to any other person or entity without the BNPP Entities' prior written consent. Customer may not copy or reproduce except to create a backup copy or to move the Software to a different computer.
- (e) Upgrades. The Software includes all updates or supplements to the Software and this Section 19 applies to all such updates or supplements, unless the BNPP Entities provide other terms along with the update or supplement.
- (f) Equipment. Customer shall obtain and shall maintain all equipment, software and services, including but not limited to computer equipment and telecommunications services, necessary for it to use the Software, and the BNPP Entities shall not be responsible for the reliability or availability of any such equipment, software or services.
- (g) Proprietary Information. The Software, any database and any proprietary data, processes, information and documentation made available to Customer (other than those that are or become part of the public domain or are legally required to be made available to the public) (collectively, the "**Information**"), are the exclusive and confidential property of the BNPP Entities or their suppliers. Customer shall keep the Information confidential by using the same care and discretion that Customer uses with respect to its own confidential property and trade secrets, but not less than reasonable care. Upon termination of the Account Agreement, the PB Terms or the Software license granted herein for any reason, Customer shall return to the BNPP Entities any and all copies of the Information that are in its possession or under its control.
- (h) Support Services. Other than the assistance provided in the Information, the BNPP Entities do not offer any support services in connection with the Software.
- (i) DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BNPP ENTITIES AND THEIR SUPPLIERS PROVIDE THE SOFTWARE TO CUSTOMER, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE AS IS AND WITH ALL FAULTS; AND THE BNPP ENTITIES AND THEIR SUPPLIERS HEREBY DISCLAIM WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES REMAINS WITH CUSTOMER.
- (j) EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BNPP ENTITIES OR THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SECTION 19, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE BNPP ENTITIES OR ANY SUPPLIER, AND EVEN IF THE BNPP ENTITIES OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY BNPP ENTITY OR ANY SUPPLIER BE LIABLE FOR ACTS OF GOD, ACTS OF WAR OR TERRORISM, MACHINE OR COMPUTER BREAKDOWN OR MALFUNCTION, INTERRUPTION OR MALFUNCTION OF COMMUNICATION FACILITIES, LABOR DIFFICULTIES OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND THEIR REASONABLE CONTROL.
- (k) Security; Reliance; Unauthorized Use. Customer will cause all persons using the Software to treat all applicable user and authorization codes, passwords and authentication keys with extreme care, and Customer will establish internal control and safekeeping procedures to restrict the availability of the same to duly authorized persons only. No BNPP Entity shall be liable or responsible to Customer or any third party for any unauthorized use of the Software or of the user and authorization codes, passwords and authentications keys that may be used in connection with the Software.
- (l) Encryption. Customer acknowledges and agrees that encryption may not be available for any or all data or communications between Customer and a BNPP Entity. Customer agrees that a BNPP Entity may, at any time, deactivate any encryption features such BNPP Entity may in its sole discretion provide, without notice or liability to Customer.
- (m) Termination. Customer acknowledges and agrees that any BNPP Entity may, in its sole discretion, at any time, and without any notice or liability to Customer, suspend or terminate this license of the Software to Customer and deny Customer's access to and use of the Software.
- (n) Other Terms and Conditions. Customer shall comply with all other terms and conditions that may be posted by a BNPP Entity on any website or web page through which Customer accesses or uses the Software or that may otherwise be delivered in any form to Customer in connection with its use of the Software. The use by Customer of the Software constitutes Customer's acceptance of and agreement to be bound by all such other terms and conditions.
- (o) Compliance with Law. Customer shall comply with all Applicable Law applicable to Customer's use of the Software.

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## Exhibit B – Rehypothecation Exhibit

This Exhibit B (the “**Rehypothecation Agreement**”) is entered into between Customer and BNP PARIBAS PRIME BROKERAGE, INC. (“**BNPP PB, Inc.**”), on behalf of itself and as agent for the BNPP Entities. This Rehypothecation Agreement is incorporated as an exhibit to the U.S. PB Agreement (the “**Agreement**”). Certain capitalized terms used in this Agreement are defined in Section 18 of Exhibit A of the U.S. PB Agreement.

### 1. Rehypothecation -

- (a) Customer expressly grants BNPP PB, Inc. the right, to the fullest extent that it may effectively do so under Applicable Law, to re-register the Collateral in its own name or in another name other than Customer’s, to use or invest the proceeds of any securities lending transaction at its own risk, and to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use the Collateral (the “**Hypothecated Securities**”), with all attendant rights of ownership except as provided below. For the purposes of the return of any Hypothecated Securities to Customer, BNPP PB, Inc.’s return obligations shall be satisfied by delivering the Hypothecated Securities or securities identical to such Hypothecated Securities (such securities having the same cusip number as the subject Hypothecated Securities, or in the case of a reorganization or recapitalization of the issuer, the equivalent of the subject Hypothecated Securities) (“**Equivalent Securities**”). For the avoidance of doubt, Customer hereby grants BNPP PB, Inc. its consent to hypothecate its securities for the purposes of Rule 15c2-1(a)(1) of the Exchange Act, subject to the limits of this Agreement.
- (b) Collateral held by Custodian (including any successor thereto) pursuant to the Special Custody Agreement (the “**Margin Collateral**”) shall be transferred to BNPP PB, Inc. for purposes of rehypothecation only against a request to Custodian for release of Margin Collateral (“**Hypothecation Request**”) that meets the following requirements: (i) the Hypothecation Request is issued by a duly authorized representative of BNPP PB, Inc. in accordance with the requirements for instructions set forth for in the Special Custody Agreement, (ii) subject to Section 2(c)(B), the fair market value of the securities which are subject to the Hypothecation Request, together with the value of any outstanding Hypothecated Securities, shall not exceed the value of the loan against which the Margin Collateral was pledged (“**Hypothecation Limit**”), *provided that* if the Maximum Commitment Financing (as defined in the Committed Facility Agreement) is increased pursuant to the mutual agreement of the parties, then the fair market value of the securities which are subject to the Hypothecation Request, together with the value of any outstanding Hypothecated Securities, shall not exceed the lesser of (A) the Hypothecation Limit or (B) thirty-three and one-third percent (33⅓%) of the total assets of the Customer based on the most recent financial information provided by the Customer, (iii) the securities which are subject to the Hypothecation Request shall not represent the entire position of such security held by Customer, and (iv) the securities which are subject to the Hypothecation Request are not Ineligible Securities (as defined below) and have not been recalled by the Customer or if the securities which are subject to the Hypothecation Request were recalled by the Customer other than for the purpose of selling the securities, the record date that was the reason for the recall or event has passed.

### 2. Eligibility; Recall Rights -

- (a) Customer shall have the right, in its sole discretion and without condition, to designate any Margin Collateral as ineligible for rehypothecation for any valid business reason including an imminent sale, dividend declaration or other corporate action (“**Ineligible Securities**”), *provided that* the amount of Ineligible Securities designated by Customer cannot cause the market value of the Margin Collateral that has not been designated as Ineligible Securities to be below the Outstanding Debit Financing (as defined in the Committed Facility Agreement). Except as limited herein, Customer shall have the right, upon demand and without condition, to recall any Hypothecated Securities and BNPP PB, Inc. shall, to the extent commercially reasonable under the circumstances, return such security or an Equivalent Security to the Special Custody Account (as defined in the Special Custody Agreement, the “**Special Custody Account**”) within a commercially reasonable period (in any event, no sooner than the standard settlement cycle for such securities).
- (b) Customer shall provide, or cause the Custodian to provide, a daily report to BNPP PB, Inc. of portfolio transactions relating to securities in the Special Custody Account. With respect to any Hypothecated Security that is the subject of a sell order, on the date such report is delivered to BNPP PB, Inc., BNPP PB, Inc. shall, without any further action by Customer and to the extent commercially reasonable under the circumstances, return such security or an Equivalent Security to the Special Custody Account within a commercially reasonable period (in any event, no sooner than the standard settlement cycle for such securities).
- (c) If as of the close of business on any Business Day the value of all outstanding Hypothecated Securities exceeds the Hypothecation Limit (such excess amount, the “**Rehypothecation Excess**”), BNPP PB, Inc. shall, at its option, either (A) reduce the amount of outstanding Hypothecated Securities so that the total value of such securities does not exceed the Hypothecation Limit or (B) deliver to, and maintain within, the Special Custody Account an amount of cash at least equal to any Rehypothecation Excess (for the avoidance of doubt, if there is no Rehypothecation Excess, BNPP PB, Inc. can recall any cash delivered hereunder).

### 3. Corporate Actions -

- (a) Income Payments. Customer shall be entitled to receive with respect to any Hypothecated Security, an amount equal to any principal thereof and all interest, dividends or other distributions paid or distributed on or in respect of the Hypothecated Securities (“**Income**”) that is not otherwise received by Customer. BNPP PB, Inc. shall, on the date such Income is paid or distributed either transfer to or credit to the Special Custody Account such Income with respect to any Hypothecated Securities, *provided that* BNPP

PB, Inc. shall make commercially reasonable efforts to return Hypothecated Securities receiving Income prior to the record date for a distribution.

- (b) Income in the Form of Securities. Where Income, in the form of securities, is paid in relation to any Hypothecated Securities, such securities shall be delivered to the Special Custody Account.
- (c) Other Corporate Actions. Where, in respect of any Hypothecated Securities, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer, rights to receive securities or a certificate which may at a future date be exchanged for securities or other rights, including those requiring election by the record holder of such securities at the time of the relevant election, become exercisable prior to the redelivery of Equivalent Securities, then Customer may, within a reasonable time before the latest time for the exercise of the right or option give written notice to BNPP PB, Inc. that on redelivery of Equivalent Securities, it wishes to receive Equivalent Securities in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice, and BNPP PB, Inc. shall, to the extent commercially reasonable under the circumstances, return such Hypothecated Security or an Equivalent Security to the Special Custody Account within a commercially reasonable period (in any event, no sooner than the standard settlement cycle for such securities).

- 4. Segregation of Hypothecated Securities** - Unless otherwise agreed by the parties, any transfer of Hypothecated Securities to the Customer or any transfer of cash pursuant to Sections 2 or 3 shall be effected by delivery or other transfer to or for credit to the Special Custody Account. BNPP PB, Inc. expressly acknowledges that all securities that it is obligated to transfer hereunder shall be transferred to the Special Custody Account and shall not be held by BNPP PB, Inc.
- 5. Re-hypothecation Failure** - Hypothecated Securities shall be marked-to-market daily and valued in accordance with the Special Custody Agreement and this Agreement (together such agreements, the “**Account Documents**”). Upon the failure of BNPP PB, Inc. to return Hypothecated Securities or the equivalent thereof (e.g., securities of the quantity, class or tranche, and issuer that are identical in every respect to such Hypothecated Securities) pursuant to this Agreement or Applicable Law, Customer shall be entitled to reduce the value of the loan against which the Margin Collateral was pledged by an amount equal to one hundred percent (100%) of the then-current fair market value of such Hypothecated Securities as reasonably agreed to between the parties without any fee or penalty; *provided, however* that the terms of the Committed Facility Agreement shall not be altered or amended by such reduction.
- 6. Failure to Process Instructions** - If (i) Customer provides BNPP PB, Inc. with instructions in respect of corporate actions on the Hypothecated Securities (excluding any exercise of voting rights) which do not require Customer to be a record holder at the time of exercise, (ii) Customer provides at least five Business Days notice prior to the relevant exercise deadline, and (iii) BNPP PB, Inc. fails to process Customer’s instructions in a commercially reasonable manner, BNPP PB, Inc. shall provide Customer the cash equivalent of payments or distributions actually made but which Customer did not receive due to BNPP PB, Inc.’s failure.
- 7. Fees** - BNPP PB, Inc. agrees to pay Customer a rehypothecation fee (the “**Rehypothecation Fee**”), computed daily at a rate as set forth herein, as modified from time to time by mutual agreement of the parties. Except as BNPP PB, Inc. and Customer may otherwise agree, the Rehypothecation Fee shall accrue from and including the date on which the BNPP PB, Inc. rehypothecates Margin Collateral to, but excluding, the date on which securities or other financial assets of the same issuer and class as the Margin Collateral initially rehypothecated are returned to Customer’s Special Custody Account. Unless otherwise agreed, any Rehypothecation Fee payable hereunder shall be payable upon the earlier of (i) the day that is two (2) Business Days prior to the calendar month end in the month in which such fee was incurred (the “**Scheduled Payment Date**”) or (ii) the termination of the U.S. PB Agreement (the “**Termination Payment Date**”) (or, if such Scheduled Payment Date or Termination Payment Date, as the case may be, is not a Business Day, the next Business Day).

For the avoidance of doubt, each payment of the Rehypothecation Fee on a Scheduled Payment Date shall be payment for the monthly period from three (3) Business Days prior to a calendar month end to three (3) Business Days prior to the next succeeding calendar month end.

- 8. Fee Amount** – 80% of the difference between the fair market rate (as determined by BNPP PB, Inc.) and Fed Funds Open. To the extent the fair market rate (as determined by BNPP PB, Inc.) is in excess of Fed Funds Open, a minimum fee of 5 bps annualized will be paid to Customer on the market value of the Hypothecated Securities.
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## Appendix A – Collateral Requirements

THIS APPENDIX forms a part of the Committed Facility Agreement entered into between BNP Paribas Prime Brokerage, Inc. (“**BNPP PB, Inc.**”) and Global Income Fund, Inc. (“**Customer**”) (the “**Committed Facility Agreement**”).

### 1. Collateral Requirements -

The Collateral Requirements in relation to all positions held in the accounts established pursuant to the 40 Act Financing Agreements (the “**Positions**”) shall be the greatest of:

- (a) the aggregate product of (x) the Collateral Percentage applicable to such Positions and (y) the Current Market Value of such respective Positions;
- (b) the sum of the collateral requirements of such Positions as per Regulation T or Regulation X, as applicable, of the Board of Governors of the Federal Reserve System, as amended from time to time;
- (c) the sum of the collateral requirements of such Positions as per Financial Industry Regulatory Authority Rule 4210, as amended from time to time; or
- (d) 50% of the Portfolio Gross Market Value.

### 2. Eligible Securities -

(a) Positions in the following eligible equity and fixed income security types (“**Eligible Securities**”, which term shall exclude any securities described in Section 2(b)) are covered under the Committed Facility Agreement:

- i. USD common stock traded on the New York Stock Exchange, NASDAQ, NYSE Arca, and NYSE Amex Equities;
- ii. convertible and non-convertible corporate debt securities or preferred securities, *provided* such securities are (A) issued by an issuer incorporated in one of the following countries: USA, Canada, United Kingdom, France, Germany, Switzerland, Austria, Spain, Italy, The Netherlands, Finland, Belgium, Japan, Australia or Portugal and (B) denominated in USD; or
- iii. USD and non-USD common stock, provided such stock is (A) listed in the FTSE All-World Index, (B) traded on a major exchange in one of the following countries: Canada, United Kingdom, France, Germany, Switzerland, Austria, Spain, Italy, The Netherlands, Finland, Belgium, Japan, Australia, Hong Kong or Portugal and (C) denominated in one of the following currencies: USD, CAD, GBP, EUR, JPY, CHF, AUD, or SEK.

(b) Notwithstanding the foregoing, the following will not be part of the collateral commitment and shall have no collateral value:

- i. any security type not covered above, as determined by BNPP PB, Inc. in its sole discretion;
- ii. any short security position;
- iii. any security offered through a private placement or any restricted securities;
- iv. any security that is not maintained as a book-entry security on a major depository, such as The Depository Trust Company;
- v. any securities that are municipal securities, asset-backed securities, mortgage securities, or Structured Securities (notwithstanding the fact that such securities would otherwise be covered);
- vi. any security where Customer or Customer’s Advisor (A) is an Affiliate of the Issuer of the relevant equity securities or (ii) beneficially owns more than 9% of either (a) the voting interests of the Issuer or (b) any voting class of equity securities of the Issuer (in each case, whether such positions are held in accounts established pursuant to the 40 Act Financing Agreements or otherwise). For the avoidance of doubt, for purposes of determining beneficial ownership, any convertible debt of preferred debt shall be treated as converted;
- vii. to the extent that the Gross Market Value of non-USD-denominated Positions exceeds 50% of the Portfolio Gross Market Value, any such securities in excess of such 50% (and BNPP PB, Inc. shall determine in its sole discretion which specific securities shall be considered to be in excess of 50%);
- viii. to the extent that the Gross Market Value of non-investment grade corporate debt securities and/or preferred securities (for the avoidance of doubt, unrated securities are considered to be non-investment grade) Positions exceeds 30% of the Portfolio Gross Market Value, any non-investment grade corporate debt securities and preferred securities in excess of such 30% (and BNPP PB, Inc. shall determine in its sole discretion which specific securities shall be considered to be in excess of 30%);

- ix. any security with a market capitalization of less than USD \$300,000,000;
- x. any Debt Security which trades below 40% of its nominal value;
- xi. any Debt Security Position which has a Current Market Value that is greater than 10% of the Issue Size;
- xii. to the extent that the Gross Market Value of Positions in any industry sector (as defined by Bloomberg) exceeds 35% of the Portfolio Gross Market Value, any Positions in excess of such 35% (and BNPP PB, Inc. shall determine in its sole discretion which specific securities shall be considered to be in excess of such 35%);
- xiii. any Positions with an Issuer Position Concentration equal to or greater than 10%;
- xiv. any Positions with Days of Trading Volume greater than 4; and
- xv. any Positions with Equity Volatility equal to or greater than 100%.

### 3. Equity Securities Collateral Percentage -

The Collateral Percentage for an equity Position consisting of applicable Eligible Securities shall be:

- i. subject to paragraph ii below, the sum of (A) the Equity Core Collateral Rate and (B) the product of (I) the Equity Core Collateral Rate and (II) the sum of the Equity Concentration Factor, the Equity Liquidity Factor, and the Equity Volatility Factor, or
- ii. 100% if the product determined under paragraph (i) above is greater than 100%.

#### (a) Equity Concentration Factor.

The “Equity Concentration Factor” shall be determined pursuant to the following table.

Issuer Position Concentration	Equity Concentration Factor
Equal to or greater than 5% and less than 10%	0.5

#### (b) Equity Liquidity Factor.

The “Equity Liquidity Factor” shall be determined pursuant to the following table.

Days of Trading Volume	Equity Liquidity Factor
Less than 2	0
Equal to or greater than 2 and less than or equal to 4	1

#### (c) Equity Volatility Factor.

The “Equity Volatility Factor” shall be determined pursuant to the following table.

Equity Volatility	Equity Volatility Factor
Less than 35%	0
Equal to or greater than 35% and less than 50%	0.5
Equal to or greater than 50% and less than 75%	1
Equal to or greater than 75% and less than 100%	2

### 4. Debt Securities Collateral Percentage -

The Collateral Percentage for a Position consisting of applicable Debt Securities shall be the sum of (A) the Debt Core Collateral Rate and (B) the product of (1) the Debt Core Collateral Rate and (2) the Debt Concentration Factor.

#### (a) Debt Core Collateral Rate.

The “Debt Core Collateral Rate” shall be determined pursuant to the following table, based on the credit rating of the Issuer, using the lower of the S&P or Moody’s long term debt rating as shown below; *provided*, that (i) if there is only one such rating, then the Debt Core Collateral Rate corresponding to such rating shall be used and (ii) if there is no such rating, then the Debt Core Collateral Rate shall be 60%.

S& P’s Rating	Moody’s Rating	Debt Core Collateral Rate
AAA to A-	Aaa to A3	30%
BBB+ to BBB-	Baa1 to Baa3	40%
BB+ to B-	Ba1 to B3	60%

CCC+ to CCC-	Caa1 to Caa3	100%
Below CCC- or defaulted	Below Caa3 or defaulted	100%

**(b) Debt Concentration Factor**

The “Debt Concentration Factor” shall be determined pursuant to the following table.

Issuer Position Concentration	Debt Concentration Factor
Equal to or greater than 5% and less than 10%	0.5

**5. Positions Outside the Scope of this Appendix -**

For the avoidance of doubt, the Collateral Requirements set forth herein are limited to the types and sizes of securities specified herein. The Collateral Requirement for any Position or part of a Position not covered by the terms of this Appendix shall be determined by BNPP PB, Inc. in its sole discretion.

**6. One-off Collateral Requirements -**

From time to time BNPP PB, Inc., in its sole discretion, may agree to a different Collateral Requirement than the Collateral Requirement determined by this Appendix for a particular Position; *provided that*, for the avoidance of doubt, the commitment in Section 6(a) of the Committed Facility Agreement shall apply only with respect to the Collateral Requirements based upon the Collateral Percentage determined pursuant to Sections 3 and 4 hereof and BNPP PB, Inc. shall have the right at any time to increase the Collateral Requirement for such Position up to the Collateral Requirement that would be required as determined in accordance to Sections 3 and 4 hereof.

**7. Certain Definitions -**

- (a) “**Affiliate**” means an affiliate as defined in Rule 144(a)(1) under the Securities Act of 1933.
- (b) “**Bloomberg**” means the Bloomberg Professional service.
- (c) “**Collateral Percentage**” means the percentage as determined by BNPP PB, Inc. according to this Appendix A.
- (d) “**Current Market Value**” means with respect to a Position, an amount equal to the absolute value of the product of (i) the number of units of the relevant security and (ii) the price per unit of the relevant security (determined by BNPP PB, Inc.).
- (e) “**Days of Trading Volume**” means with respect to an equity security, an amount equal to the quotient of (i) the number of shares of such security constituting the Position, as numerator and (ii) the 90-day average daily trading volume of such security as shown on Bloomberg (or, if the 90-day average daily trading volume of such security is unavailable, the 30-day average daily trading volume of such security, as determined by BNPP PB, Inc. in its sole discretion), as denominator.
- (f) “**Debt Security**” means convertible and non-convertible preferred securities and corporate debt securities.
- (g) “**Equity Core Collateral Rate**” means 15%.
- (h) “**Equity Volatility**” means with respect to an equity security, the 90-day historical volatility of such security as determined by BNPP PB, Inc. in its sole discretion or, if the 90-day historical price volatility of such security is unavailable, the 30-day historical price volatility of such security as determined by BNPP PB, Inc. in its sole discretion.
- (i) “**Gross Market Value**” of one or more Positions means an amount equal to the sum of all Current Market Values of all such Positions, where, for the avoidance of doubt, the Current Market Value of each Position is expressed as a positive number whether or not such Position is held long.
- (j) “**Issuer**” means, with respect to a Debt Security or equity security, the ultimate parent company or similar term as used by Bloomberg; *provided that*, if the relevant security was issued by a company or a subsidiary of a company that has issued common stock, the Issuer shall be deemed to be the entity that has issued common stock; *provided further that*, with respect to any exchange-traded funds, the Issuer of such securities shall be the index to which the relevant securities relate, if any.
- (k) “**Issuer Position Concentration**” means with respect to a Position issued by an Issuer, an amount equal to the quotient of (i) the Gross Market Value of all Positions (whether debt or equity) issued by the same Issuer, as numerator and (ii) the Portfolio Gross Market Value, expressed as a percentage.
- (l) “**Issue Size**” means with respect to a Position in a Debt Security of an Issuer, the Current Market Value of all such Debt Securities issued by the Issuer and still outstanding.
- (m) “**Moody’s**” means Moody’s Investor Service, Inc.

- (n) **“Portfolio Gross Market Value”** means the Gross Market Value of all of the Positions that are Eligible Securities.
  - (o) **“Position Concentration”** means with respect to a Position, an amount equal to the quotient of (i) the Current Market Value of such Position and (ii) the Gross Market Value of all of Customer’s Positions, expressed as a percentage; *provided that*, in the event that two Positions hedge one another as determined by BNPP PB, Inc., only the Current Market Value of the unhedged portion of such Positions shall be considered for the purposes of Section 3(a).
  - (p) **“Structured Securities”** means any security (i) the payment to a holder of which is linked to a different security, provided that such different security is issued by a different issuer or (ii) structured in such a manner that the credit risk of acquiring the security is primarily related to an entity other than the issuer of the security itself.
  - (q) **“S&P”** means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.
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**Appendix B**

**Pricing**

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**Global Income Fund, Inc.**

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**Financing Rate**

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**Customer Debit Rate**

1 Month LIBOR + 95 bps

**ISO Code**

USD

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**Commitment Fee**

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Customer shall pay a commitment fee (the “**Commitment Fee**”) to BNPP PB, Inc. equal to sum of the Daily Commitment Fees over the relevant calculation period, when the amount calculated under the Financing Rate above is due. For purposes of this section, the “**Daily Commitment Fee**” on each day shall be the product of (a) the difference between (i) the Maximum Commitment Financing and (ii) the current Outstanding Debit Financing, (b) 1/360 and (c) 50 bps.

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## Form of Committed Facility Agreement

BNP PARIBAS PRIME BROKERAGE, INC. (“**BNPP PB, Inc.**”) and the counterparty specified on the signature page (“**Customer**”), hereby enter into this Committed Facility Agreement (this “**Agreement**”), dated as of the date specified on the signature page.

Whereas BNPP PB, Inc. and Customer have entered into the U.S. PB Agreement, dated as of the date hereof (the “**U.S. PB Agreement**”) (the U.S. PB Agreement and this Agreement, collectively, the “**40 Act Financing Agreements**”).

Whereas this Agreement supplements and forms part of the other 40 Act Financing Agreements and sets out the terms of the commitment of BNPP PB, Inc. to provide financing to Customer under the 40 Act Financing Agreements.

Now, therefore, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### 1. Definitions -

- (a) Capitalized terms not defined in this Agreement have the respective meanings assigned to them in the U.S. PB Agreement. The 40 Act Financing Agreements are included in the term “Contract,” as defined in the U.S. PB Agreement.
- (b) “**Account Agreement**” means the Account Agreement attached as Exhibit A to the U.S. PB Agreement.
- (c) “**Borrowing**” means a draw of cash financing by Customer from BNPP PB, Inc. pursuant to Section 2 of this Agreement.
- (d) “**Closing Date**” means March 29, 2012.
- (e) “**Collateral Requirements**” means the collateral requirements set forth in Section 1 of Appendix A attached hereto.
- (f) “**Custodian**” means State Street Bank and Trust Company.
- (g) “**Financing Cap**” means \$20 million USD.
- (h) “**Liquidity Event**” means that as of any day (each such day, a “**Date of Determination**”) the average Liquidity Spread over the ten (10) Business Days immediately prior to the Date of Determination is greater than 200 basis points.
- (i) “**Liquidity Spread**” means, as of any day, the difference between the one-month USD LIBOR rate and the one-month USD overnight index swap rate as published by Bloomberg.
- (j) “**Maximum Commitment Financing**” means \$5 million USD, *provided* that, Customer may reduce the Maximum Commitment Financing by any amount upon thirty (30) calendar days’ prior written notice, which reduction shall take effect on such thirtieth day if such day is a Business Day, and otherwise, the Business Day immediately following, *provided further* that, Customer shall have the right to reduce the Maximum Commitment Financing by an amount not to exceed \$5 million USD each Business Day pursuant to standing instructions provided by Customer or upon one (1) Business Day’s prior written notice to BNPP PB, Inc. In addition, Customer may, subject to BNPP PB, Inc.’s approval, increase the Maximum Commitment Financing each Business Day pursuant to standing instructions provided by Customer or upon one (1) Business Day’s prior written notice to BNPP PB, Inc., *provided* that the Maximum Commitment Financing shall not exceed the Financing Cap.
- (k) “**Net Asset Value**” means, with respect to Customer, the aggregate net asset value of the common stock issued by Customer calculated in accordance with U.S. generally accepted accounting principles.
- (l) “**Net Asset Value Floor**” means, with respect to Customer, an amount equal to the greater of (i) the \$17,000,000 USD or (ii) 50% of the Net Asset Value of Customer, calculated based on the Customer’s Net Asset Value as of its most recent fiscal year end.
- (m) “**Outstanding Debit Financing**” means the aggregate net cash balance (excluding current short sale proceeds) held under the 40 Act Financing Agreements if such net cash balance is a debit, or zero if such aggregate net cash balance is a credit. For the purposes of calculating such aggregate net cash balance, if Customer holds credit or debit cash balances in non-USD currencies, BNPP PB, Inc. will convert each of these balances into USD at prevailing market rates to determine Customer’s aggregate net cash balance.
- (n) “**1940 Act**” means the Investment Company Act of 1940, as amended.

### 2. Borrowings -

Subject to Section 7, BNPP PB, Inc. shall make available cash financing under the 40 Act Financing Agreements in an amount up to the relevant Maximum Commitment Financing. Such cash financing shall be made available in immediately available funds. Customer may borrow under this Section 2, prepay pursuant to Section 4 and reborrow under this Section 2 without penalty.

On the Closing Date, BNPP PB, Inc. shall make funds available to Customer in an amount up to the Maximum Commitment Financing. Each subsequent Borrowing (not to exceed the Maximum Commitment Financing) shall be made on written notice (the

“**Borrow Request**”), given by Customer to BNPP PB, Inc. not later than 11:00 A.M. (New York City time) on the Business Day immediately preceding the date of the proposed Borrowing (which must be a Business Day) by Customer. Subject to Section 7, BNPP PB, Inc. shall, before 11:00 A.M. (New York City time) on the date of such Borrowing, make available to Customer the amount of such Borrowing (*provided that* the Outstanding Debit Financing, taking into account the amount specified in the Borrow Request, does not exceed the Maximum Commitment Financing) payable to the account designated by the Customer in such Borrow Request.

### 3. Repayment -

- (a) Upon the occurrence of a Facility Termination Event, an event described in Section 16(a) hereof, or the date specified in the Facility Modification Notice as described in Section 6, all Borrowings (including all accrued and unpaid interest thereon and all other amounts owing or payable hereunder) may be recalled by BNPP PB, Inc. in accordance with Section 1 of the U.S. PB Agreement.
- (b) Upon the occurrence of a Default, the BNPP Entities shall have the right to take any action described in Section 13(b) hereof.

### 4. Prepayments -

Customer may, upon at least one Business Day's notice to BNPP PB, Inc. stating the proposed date and aggregate principal amount of the prepayment, prepay all or any portion of the outstanding principal amount of the Outstanding Debit Financing, together with accrued interest to the date of such prepayment on the principal amount prepaid; *provided that* Customer shall continue to be obligated to pay the commitment fee as set forth in Appendix B in respect of any undrawn Maximum Commitment Financing.

### 5. Interest -

Customer shall pay interest on the outstanding principal amount of each Borrowing from the date of such Borrowing until such principal amount has been paid in full, at the rates specified in Appendix B attached hereto. Such interest shall be payable monthly, and if not paid when due, any unpaid interest shall be capitalized on the principal balance; *provided that*, notwithstanding such capitalization, the failure by Customer to pay such interest when due, shall be a failure of Customer to comply with an obligation under this Agreement.

### 6. Scope of Committed Facility -

Subject to Sections 7, BNPP PB, Inc. shall make available cash financing under the 40 Act Financing Agreements in an aggregate amount up to the relevant Maximum Commitment Financing, and may not take any of the following actions except upon at least 180 calendar days' prior notice (the “**Facility Modification Notice**”):

- (a) modify the Collateral Requirements; other than in accordance with the terms of Appendix A;
- (b) demand immediate repayment of any cash loan under the 40 Act Financing Agreements;
- (c) modify the Customer Debit Rate, as set forth in Appendix B attached hereto; *provided that*, on any day on which a Liquidity Event occurs, BNPP PB, Inc. may increase the Customer Debit Rate by an amount equal to the Liquidity Spread minus 200 basis points, *provided that* if the Liquidity Spread is not published by Bloomberg on any Date of Determination, then BNPP PB, Inc. may increase the Customer Debit Rate by an amount determined in its commercially reasonable discretion. For the avoidance of doubt, if on any day, a Liquidity Event is not occurring, this Agreement has not been terminated and the commitment herein has not otherwise expired, the Customer Debit Rate shall be the rate specified in Appendix B;
- (d) modify the fees, charges or expenses other than those described in clause (b) above, as set forth in Appendix B attached hereto (the “**Fees**”), *provided that* BNPP PB, Inc. may modify any Fees immediately if (i) the amount of such Fees charged to BNPP PB, Inc., as the case may be, have been increased by the provider of the relevant services or (ii) consistent with increases generally to customers; or
- (e) terminate any of the 40 Act Financing Agreements.

### 7. Conditions for Committed Facility -

The commitment as set forth in Section 6 only applies so long as –

- (a) Customer satisfies the Collateral Requirements;
- (b) no Default or Facility Termination Event has occurred; and
- (c) there has not occurred any automatic termination as provided under Section 14.

### 8. Commitment Fee -

Customer shall pay when due a commitment fee as set forth in Appendix B.

### 9. Substitution -

- (a) After BNPP PB, Inc. sends a Facility Modification Notice, Customer may not substitute any collateral, *provided that* Customer may purchase and sell portfolio securities in the ordinary course of business consistent with its investment restrictions; *provided further* that BNPP PB, Inc. may permit substitutions upon request, which permission shall not be unreasonably withheld; *provided further that* for substitutions of rehypothecated collateral, such collateral shall be returned for substitution within a commercially reasonable period (in any event no sooner than the standard settlement period applicable to such collateral).
- (b) Prior to BNPP PB, Inc. sending a Facility Modification Notice, Customer may substitute collateral, *provided that* for substitutions of rehypothecated collateral, such collateral shall be returned for substitution within a reasonable period (in any event no sooner than the standard settlement period applicable to such collateral).

#### 10. Collateral Delivery -

If notice of a Collateral Requirement is sent to Customer: (i) on or before 11:00 a.m. on any Business Day, then Customer shall deliver all required Collateral no later than the close of business on such Business Day, and (ii) after 11:00 a.m. on any Business Day, then Customer shall deliver all required Collateral no later than the close of business on the immediately succeeding Business Day.

#### 11. Representations and Warranties -

Customer hereby makes all the representations and warranties set forth in Section 5 of the Account Agreement, which are deemed to refer to this Agreement, and such representations and warranties shall survive each transaction and the termination of the 40 Act Financing Agreements.

#### 12. Financial Information -

Customer shall provide BNPP PB, Inc. with copies of –

- (a) the most recent annual report of Customer containing financial statements certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the United States, as soon as available and in any event within 120 calendar days after the end of each fiscal year of Customer;
- (b) a monthly statement of its leverage and asset coverage ratios as of the last day of each calendar month as soon as available and in any event within 15 calendar days after the end of each calendar month;
- (c) the most recent monthly financial statement of Customer, including performance returns and Net Asset Value of Customer, as soon as available and in any event within 30 calendar days after the end of each month; and
- (d) the estimated Net Asset Value statement of Customer as of any Business Day, upon request therefor by BNPP PB, Inc.

#### 13. Termination -

- (a) Upon the occurrence of a Facility Termination Event, BNPP PB, Inc. shall have the right to terminate this Agreement, recall any Outstanding Debit Financing, modify Collateral Requirements, and modify any interest rate spread, fees, charges, or expenses, in each case, in accordance with the timeframes specified in the U.S. PB Agreement.
- (b) Upon the occurrence of a Default, the BNPP Entities may terminate any of the 40 Act Financing Agreements and take Default Action.
- (c) Each of the following events constitutes a “**Default**”:
  - i. Customer fails to meet the Collateral Requirements within the time periods set forth in Section 10;
  - ii. Customer fails to deliver the financial information within the time periods set out in Section 12 and such failure is not remedied within (A) five (5) days for a failure under Sections 12(a), 12(b), and 12(c) and (B) one (1) Business Day for a failure under Section 12(d);
  - iii. the Net Asset Value of Customer declines below the Net Asset Value Floor;
  - iv. any representation or warranty made or deemed made by Customer to BNPP PB, Inc. under any 40 Act Financing Agreements (including under Section 11 herein) proves false or misleading when made or deemed made;
  - v. Customer fails to comply with or perform any other agreement or obligation under this Agreement or the other 40 Act Financing Agreements;
  - vi. Customer becomes bankrupt, insolvent, or subject to any bankruptcy, reorganization, insolvency or similar proceeding or all or substantially all its assets become subject to a suit, levy, enforcement, or other legal process where a secured party maintains possession of such assets, has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets, has a secured party take possession of all or substantially all its assets, or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the

foregoing acts;

- vii. the occurrence of a repudiation, misrepresentation, material breach or the occurrence of a default, termination event or similar condition (howsoever characterized, which, for the avoidance of doubt, includes the occurrence of an Additional Termination Event under an ISDA Master Agreement between Customer and a BNPP Entity, if applicable) by Customer under any contract with a BNPP Entity; or
- viii. Customer fails to comply with the provisions set forth in Section 8.

(d) Each of the following events constitutes a “**Facility Termination Event**”:

- i. the occurrence of a repudiation, misrepresentation, material breach or the occurrence of a default, termination event or similar condition (howsoever characterized, which, for the avoidance of doubt, includes the occurrence of an Additional Termination Event under an ISDA Master Agreement) by Customer under any contract with a third party entity, where the aggregate principal amount of any such contract (which, for the avoidance of doubt, includes any obligations with respect to borrowed money or other assets in connection with such contract) is not less than the lesser of (A) 3% of Customer’s Net Asset Value or (B) \$10,000,000;
- ii. there occurs any change in BNPP PB, Inc.’s interpretation of any Applicable Law or the adoption of or any changes in the same (including, for the avoidance of doubt, any new or amended rules, requests, guidelines and directives promulgated in connection with current Applicable Law, including the Dodd-Frank Wall Street Reform and Consumer Protection Act), which in the reasonable opinion of counsel to BNPP PB, Inc. has the effect with regard to BNPP PB, Inc. of impeding or prohibiting the arrangements under the 40 Act Financing Agreements (including but not limited to, imposing or adversely modifying or affecting the amount of regulatory capital to be maintained by BNPP PB, Inc.);
- iii. (A) as of any day, the Net Asset Value of Customer has declined by thirty percent (30%) or more from the highest Net Asset Value in the preceding one-month period then ending; or (B) as of any day, the Net Asset Value of Customer has declined by forty percent (40%) or more from the highest Net Asset Value in the preceding three-month period then ending; or (C) as of any day, the Net Asset Value of Customer, has declined by fifty percent (50%) or more from the highest Net Asset Value in the preceding 12-month period then ending (for purposes of (A), (B) and (C), any decline in the Net Asset Value shall take into account any positive or negative change caused by capital transfers, such as redemptions, withdrawals, subscriptions, contributions or investments, howsoever characterized, and all amounts set forth in redemption notices received by or on behalf of Customer (notwithstanding the date the actual redemption shall occur));
- iv. the investment management agreement between Customer and its investment advisor (“**Advisor**”) is terminated or the Advisor otherwise ceases to act as investment advisor of Customer; *provided, however*, such termination or cessation shall not constitute a Facility Termination Event if there is a replacement investment advisor appointed immediately who is acceptable to BNPP PB, Inc. in its sole discretion;
- v. A violation of Section 18 of the Investment 1940 Act;
- vi. Customer fails to make any filing necessary to comply with the rules of any exchange in which its shares are listed where such failure continues for five (5) Business Days after notice to Customer by BNPP PB, Inc.; *provided* that Customer must notify BNPP PB, Inc. immediately when it becomes aware that it has failed to comply with the rules of any exchange in which its shares are listed, and such failure to provide such notice shall itself constitute a Facility Termination Event;
- vii. Customer’s classification under the 1940 Act becomes something other than as a “closed-end company” as defined under Section 5 of the 1940 Act;
- viii. Customer enters into any additional indebtedness with a party other than a BNPP Entity or its affiliates beyond the financing provided hereunder through the 40 Act Financing Agreements, including without limitation any further borrowings constituting ‘senior securities’ (as defined for purposes of Section 18 of the 1940 Act) or any promissory note or other evidence of indebtedness, whether with a bank or any other person;
- ix. Customer changes its fundamental investment policies; or
- x. Customer pledges to any other party, other than a BNPP Entity or its affiliates, any securities owned or held by Customer over which Custodian has a lien.

#### 14. Reserved -

#### 15. Notices -

Notices under this Agreement shall be provided pursuant to Section 12(a) of the Account Agreement.

#### 16. Compliance with Applicable Law -

(a) Notwithstanding any of the foregoing, if required by Applicable Law –

- i. the BNPP Entities may terminate any 40 Act Financing Agreement and any Contract;

- ii. BNPP PB, Inc. may recall any outstanding loan under the 40 Act Financing Agreements;
  - iii. BNPP PB, Inc. may modify the Collateral Requirements; and
  - iv. the BNPP Entities may take Default Action.
- (b) This Agreement will not limit the ability of BNPP PB, Inc. to change the product provided under this Agreement and the 40 Act Financing Agreements as necessary to comply with Applicable Law.
- (c) The BNPP Entities may exercise any remedies permitted under the Contracts if Customer fails to comply with Applicable Law.

**17. Miscellaneous -**

- (a) In the event of a conflict between any provision of this Agreement and the other 40 Act Financing Agreements, this Agreement prevails.
- (b) This Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws doctrine.
- (c) Section 16(c) of the Account Agreement is hereby incorporated by reference in its entirety and shall be deemed to be a part of this Agreement to the same extent as if such provision had been set forth in full herein.
- (d) This Agreement may be executed in counterparts, each of which will be deemed an original instrument and all of which together will constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of March 29, 2012.

**GLOBAL INCOME FUND, INC.**

By:

\_\_\_\_\_  
Name:  
Title:

**BNP PARIBAS PRIME BROKERAGE, INC.**

By:

\_\_\_\_\_  
Name:  
Title:

## FORM OF SPECIAL CUSTODY and PLEDGE AGREEMENT

**AGREEMENT** (hereinafter "Agreement"), dated as of March 29, 2012, among **State Street Bank and Trust Company**, a Massachusetts trust company, in its capacity as custodian hereunder ("Custodian"), **Global Income Fund, Inc.** (the "Fund"), and **BNP Paribas Prime Brokerage, Inc.** (the "Counterparty").

**WHEREAS**, the Fund provides Collateral (as defined herein) to Counterparty to secure obligations owing by the Fund to the Counterparty under the Committed Facility Agreement dated as of date hereof, as amended (the "Committed Facility Agreement"), and the account agreement included in the U.S. PB Agreement dated as of the date hereof with the Counterparty (the "Account Agreement" and together with the Committed Facility Agreement, the "40 Act Financing Agreements"); and

**WHEREAS**, Counterparty is required to comply with applicable laws and regulations pertaining to extensions of credit and borrowing of securities, including the margin regulations of the Board of Governors of the Federal Reserve System and of any relevant securities exchanges and other self-regulatory associations (collectively, the "Margin Rules") and Counterparty's internal policies; and

**WHEREAS**, to facilitate extensions of credit and the borrowing of securities from the Counterparty, the Fund and Counterparty desire to establish procedures for compliance with the Margin Rules; and

**WHEREAS**, Custodian has acted as custodian of certain assets of Fund pursuant to a custody agreement dated as of April 8, 2002, as amended (the "Custody Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, it is agreed as follows:

(1) As used herein, capitalized terms have the following meanings unless otherwise defined herein:

"Adequate Performance Assurance" shall mean such Collateral placed in the BNP Special Custody Account (as such term is hereinafter defined) as is adequate under the Margin Rules and the terms of the Committed Facility Agreement and, to the extent such Committed Facility Agreement (i) has been terminated or the commitment therein has expired or (ii) is otherwise inapplicable to any portion of the Collateral, the Account Agreement.

"Advice from Counterparty" means a notice or entitlement order (as defined in Section 8-102 of the UCC (as defined herein)) delivered by an Authorized Representative of Counterparty to the Fund or Custodian, as applicable hereunder, communicated: (i) in writing; (ii) by a facsimile-sending device; or (iii) in cases of calls for additional Collateral (as such term is hereinafter defined) or notices referred to in paragraph 8 hereof, by telephone to a person designated by the Fund or Custodian in writing as authorized to receive such advice or, in the event that no such person is available, to any officer of the Fund or Custodian and confirmed in writing promptly thereafter. A duly-authorized officer of Counterparty will certify to Custodian, on Appendix A attached, the names and signatures of those employees of Counterparty who are authorized to sign Advices from Counterparty (each, an "Authorized Representative of Counterparty"), which certification may be amended from time to time. The term "Authorized Representative of Counterparty" shall also include any person who has apparent authority as an officer, director, principal or manager of the Counterparty to sign Advices from Counterparty, even in the event that such person has not been specifically named on or provided a specimen signature on Appendix A.

"Business Day" means a day on which Custodian, the Fund and the Counterparty are open for business.

"Collateral" means U.S. cash, U.S. Government securities, or other U.S. margin-eligible securities or foreign margin-eligible securities (other than Japanese government bonds) ("Foreign Securities") acceptable to the Counterparty and Custodian which are pledged to the Counterparty as provided herein. With regard to Foreign Securities, the Fund and the Counterparty agree to the requirements and conditions that are described in paragraph 2(f) of this Agreement.

"Foreign Assets" means any investments (including foreign currencies) for which the primary market is outside the United States, and any cash and cash equivalents that are reasonably necessary to effect the Fund's transactions in those investments.

"Insolvency" means that: (i) an order, judgment or decree has been entered under the bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law (herein called the "Bankruptcy Law") of any jurisdiction adjudicating the Fund insolvent; or (ii) the Fund has petitioned or applied to any tribunal for, or consented to the appointment of, or taking possession by, a trustee, receiver, liquidator or similar official, of the Fund, or commenced a voluntary case under the Bankruptcy Law of the United States or any proceedings relating to the Fund under the Bankruptcy Law of any other jurisdiction, whether now or hereinafter in effect; or (iii) any such petition or application has been filed, or any such proceedings commenced, against the Fund and the Fund by any act has indicated its approval thereof, consent thereto or acquiescence therein, or an order for relief has been entered in an involuntary case under the Bankruptcy Law of the United States or any other jurisdiction, as now or hereinafter constituted, or an order, judgment or decree has been entered appointing any such trustee, receiver, liquidator or similar official, or approving the petition in any such proceedings.

"Instructions from Fund" means a request, direction or certification in writing signed in the name of the Fund by a person authorized by the Fund, on Appendix B attached (as may be amended from time to time), and delivered to Custodian or transmitted to it by a facsimile-sending device, except that instructions to pledge initial or additional Collateral may be given by telephone and thereafter confirmed in writing signed in the name of the Fund by a person authorized in writing by the Fund.

(2) (a) Upon instructions from the Fund, Custodian, in its capacity as a Securities Intermediary as defined in Revised Article 8 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "UCC"), to the extent the same may be applicable, or in applicable federal law or regulations, shall segregate Collateral on its books and records as an account for Counterparty entitled "BNP



Paribas Prime Brokerage, Inc., Pledgee of Global Income Fund, Inc.” (“BNP Special Custody Account”) and shall hold therein for the Counterparty as pledgee upon the terms of this Agreement all Collateral. The Custodian hereby agrees that any Collateral except U.S. cash held in the BNP Special Custody Account shall be treated as a financial asset for purposes of the UCC to the extent the same may be applicable, and Custodian shall elect to hold such Collateral that is U.S. cash as a deposit in its capacity as a “bank” as such term is defined in Section 9-102(a)(8) of the UCC, which deposit account shall constitute part of, and be maintained in the same manner as, the BNP Special Custody Account. The Fund agrees to instruct Custodian through Instructions from Fund as to the cash and specific securities which Custodian is to identify on its books and records as pledged to the Counterparty as Collateral in the BNP Special Custody Account.

(b) Provided that the Letter Agreement regarding Lending Operational Procedures has been agreed to by the Custodian, the Fund and Counterparty, upon receipt of an Advice from Counterparty, Custodian shall release Collateral identified by Counterparty from the BNP Special Custody Account to the Fund’s custody account established pursuant to the terms of the Custody Agreement (the “Released Collateral”) for purposes of delivering such Released Collateral to Counterparty pursuant to the Letter Agreement regarding Lending Operational Procedures by and among the Custodian, the Fund and Counterparty. The Fund hereby directs and authorizes Custodian to make such release, and any such Advice from Counterparty shall be “Proper Instructions” in accordance with the Custody Agreement. In the event that there is inadequate Collateral in the BNP Special Custody Account to satisfy such Advice from Counterparty, Custodian shall notify Counterparty and Fund of the shortfall amount, and other than issuing such notice, Custodian shall have no responsibility hereunder with respect to such Advice from Counterparty.

(c) The Fund agrees to provide and at all times maintain Adequate Performance Assurance in the BNP Special Custody Account pursuant to the terms and conditions of this Agreement. Such Collateral (a) may be released only in accordance with the terms of this Agreement; and (b) except as required to be released hereunder to the Counterparty, shall not be made available to the Counterparty or to any other person claiming through the Counterparty, including creditors of the Counterparty. Custodian will maintain accounts and records for the Collateral in the BNP Special Custody Account separate from the accounts and records of any other property of the Fund which may be held by Custodian, subject to the interest therein of the Counterparty as the pledgee thereof in accordance with the terms of this Agreement. Such security interest in any item of Collateral will terminate at such time as such item of Collateral is released to the Fund as provided in paragraph 4 hereof.

Unless otherwise instructed in writing by the Fund, all distributions on Collateral received by the Custodian and any proceeds of transfer or other payments with respect to Collateral in the BNP Special Custody Account, including, but not limited to, interest and dividends, shall not constitute Collateral and shall be delivered to the Fund’s custody account. As between the Fund and the Counterparty, the Fund agrees to instruct the Custodian to credit any distribution on Collateral from a corporate action, redemption or issuer call received by the Custodian to the BNP Special Custody Account as additional Collateral, to be held in the BNP Special Custody Account as Collateral until released therefrom or withdrawn in accordance with this Agreement.

(d) The Fund, the Counterparty and Custodian agree that Collateral will be held for the Counterparty in the BNP Special Custody Account by Custodian under the terms and conditions of this Agreement and that the Custodian will take such actions with respect to any Collateral in the BNP Special Custody Account (including without limitation the delivery thereof in accordance with paragraph 8) as the Counterparty shall direct in an Advice from Counterparty, without further consent of the Fund.

(e) The Fund hereby grants a continuing security interest to the Counterparty in: (a) the BNP Special Custody Account and all Collateral and other financial assets credited thereto, from time to time, (b) its accounts with the Counterparty, and (c) all proceeds of the foregoing to secure the Fund’s obligations to the Counterparty under the Account Agreement. Custodian shall have no responsibility for the validity or enforceability of such security interest.

(f) Custodian agrees to release Foreign Securities from the BNP Special Custody Account only upon receipt of an Advice from Counterparty (including for whatever uses are permissible under the Committed Facility Agreement and Account Agreement, though Custodian shall at no time have responsibility for determining whether Counterparty is in compliance with those permissible uses). Counterparty agrees, upon request of the Fund or Custodian, to provide such an Advice from Counterparty to Custodian with respect to the Foreign Securities selected by the Fund directing the release of such Foreign Securities to the Fund if any of the following are satisfied: (i) if said Collateral represents an excess in value of the Collateral necessary to constitute Adequate Performance Assurance at that time; (ii) if there is prior receipt in the BNP Special Custody Account of substitute Collateral having a value at least equal (with any remaining Collateral) to constitute Adequate Performance Assurance; or (iii) upon termination of the Fund’s accounts with Counterparty and settlement in full of all transactions therein and any amounts owed to the Counterparty with respect thereto. As between the Fund and Custodian, the Fund agrees that any buy-ins, fees, or penalties assessed in a non-U.S. market in connection with the sale, segregation, or substitution of Foreign Securities covered by this Agreement shall be solely the responsibility of the Fund, which agrees to indemnify and hold harmless Custodian in accordance with the terms of the Custody Agreement. The Fund hereby acknowledges that its instruction to Custodian to segregate any Foreign Security as Collateral signifies the Fund’s acceptance of Country Risk (as defined in the Custody Agreement) with regard to holding or transacting in such Foreign Security or in segregating such Foreign Security. The Fund and the Counterparty agree that the Fund shall not be required to physically move a Foreign Security from a foreign sub-custodian to the Custodian in order to pledge such Foreign Security. It shall be sufficient for purposes of any such pledge if the Custodian segregates Foreign Securities designated from time to time by the Fund on the Custodian’s books and records as being held pursuant to a foreign sub-custodian arrangement subject to such pledge. Notwithstanding the foregoing, such Foreign Securities may, upon the request of the Fund and subject to the satisfaction of the conditions contained in this subparagraph (e), be moved from the foreign sub-custodian account into the Fund’s custody account or BNP Special Custody Account, as applicable. Furthermore, the parties agree that any attempt by the Fund to sell or trade any Foreign Security shall constitute a request by the Fund to the Counterparty to provide an Advice from Counterparty to the Custodian to release such Foreign Security and the Fund shall not be required to take any other action provided that Custodian or the Fund notifies Counterparty of such sale or trade.

The Counterparty hereby acknowledges that with respect to any Foreign Securities that may be held by (i) Custodian (or its nominee), (ii) a sub-custodian (or its nominee) within Custodian’s network of sub-custodians (each a “Sub-Custodian”), or (iii) a depository or book-entry system for the central handling of securities in which Custodian or the Sub-Custodian are participants, there is a risk that local law, rule, regulation or market practice or the rules of any such Sub-Custodian or depository/book-entry system may be inconsistent with the application of New York law and the performance of Custodian’s obligations under the UCC. To the extent any such inconsistency inhibits

Custodian's performance of such obligations, the Counterparty hereby waives such performance. The parties hereby further acknowledge that Custodian gives no assurance that a security entitlement is created under the UCC at the Euroclear or Cedelbank level with respect to the Fund's assets held in Euroclear or Clearstream or their successors.

(3) Custodian will confirm in writing to the Counterparty and the Fund, within one Business Day, all pledges, releases or substitutions of Collateral and will supply the Counterparty and the Fund with a monthly statement of Collateral in the BNP Special Custody Account and transactions in the BNP Special Custody Account during the preceding month. Custodian will also advise the Counterparty and the Fund upon reasonable request, of the kind and amount of Collateral pledged to each of the Counterparty and the Fund.

(4) Custodian agrees to release Collateral from the BNP Special Custody Account only upon receipt of an Advice from Counterparty (including for whatever uses are permissible under the Committed Facility Agreement and Account Agreement, though Custodian shall at no time have responsibility for determining whether Counterparty is in compliance with those permissible uses). Counterparty agrees, upon request of the Fund, to provide such an Advice from Counterparty to Custodian with respect to Collateral selected by the Fund directing the release of such Collateral to the Fund: (a) if said Collateral represents an excess in value of the Collateral necessary to constitute Adequate Performance Assurance at that time; (b) against receipt in the BNP Special Custody Account of substitute Collateral having a value at least equal (with any remaining Collateral) to Adequate Performance Assurance; or (c) upon termination of the Fund's accounts with Counterparty and settlement in full of all transactions therein and any amounts owed to the Counterparty with respect thereto. It is understood that the Counterparty will be responsible for valuing Collateral; Custodian at no time has any responsibility for determining whether the value of Collateral is equal in value to Adequate Performance Assurance.

(5) The Fund represents and warrants to the Counterparty that securities pledged to the Counterparty shall be in good deliverable form (or Custodian shall have the unrestricted power to put such securities into good deliverable form), and that Collateral in the BNP Special Custody Account will not be subject to any liens or encumbrances other than the liens related to foreign custodian liens permitted by Rule 17f-5 promulgated under the Investment Company Act of 1940, as amended and the lien in favor of the Counterparty contemplated hereby.

(6) Collateral in the BNP Special Custody Account shall at all times remain the property of the Fund subject only to the extent of the interest and rights therein of the Counterparty as the pledgee and secured party thereof. Other than liens for safe custody or administration of Foreign Assets granted to (x) any entity that is incorporated or organized under the laws of a country other than the United States or (y) a majority-owned direct or indirect subsidiary of a regulated and permitted U.S. bank or bank-holding company (other than Custodian or its affiliates) or (z) any creditors of any entity referenced in (x) or (y) above (other than Custodian or its affiliates), (a) Custodian represents that Collateral in the BNP Special Custody Account is not subject to any other lien, charge, security interest or other right or claim of the Custodian or any person claiming through Custodian, and (b) Custodian hereby waives any right, charge, security interest, lien or right of set off of any kind which it may have or acquire with respect to the Collateral including, without limitation, liens pursuant to the Custody Agreement. Except for the claims and interests of the Counterparty and the Fund, the Custodian has not, to the best of its knowledge, received written notice of any claim to, or interest in, the BNP Special Custody Account, any financial asset credited thereto or any security entitlement in respect thereof. Custodian shall use commercially reasonable efforts to notify the Counterparty and the Fund as soon as practicable if Custodian receives any notice of levy, lien, court order or other process purporting to affect the Collateral.

(7) The Counterparty shall, on each Business Day, compute the aggregate net credit or debit balance under the Account Agreement, and advise the Fund by 11:00 A.M. New York time of the amount of the net debit or credit, as the case may be. If a net debit balance exists on such day, the Fund will cause, by the close of business on such day, an amount of Collateral to be deposited in the BNP Special Custody Account to provide Adequate Performance Assurance related to such net debit balance; provided that, in the event that Counterparty advises the Fund of such net debit balance after 11:00 A.M., then such amount of Collateral shall be deposited in the BNP Special Custody Account by the close of business on the following Business Day. Counterparty will charge interest on debit balances in accordance with Counterparty's policies as set forth in the Committed Facility Agreement (and to the extent such Committed Facility Agreement has been terminated or the commitment therein has expired, the Account Agreement) and Counterparty will not pay interest on credit balances. Balances will be appropriately adjusted when extensions of credit are closed out.

(8) The occurrence of any of the following constitutes a default by the Fund hereunder (a "Fund Default"): there occurs (a) a Default (as defined in the Committed Facility Agreement), (b) an Event of Default (as defined in the Account Agreement), or (c) Fund's Insolvency. Upon Counterparty's determination that a Fund Default has occurred, if Counterparty wishes to declare such default, Counterparty shall notify the Fund in an Advice from Counterparty of such Fund Default. After transmittal by Counterparty of such Advice from Counterparty, Counterparty may thereupon take Default Action or any other action permitted pursuant to the 40 Act Financing Agreements, including without limitation, the conversion of any convertible securities or exercise of Fund's rights in warrants (if any) held in the Account and the BNP Special Custody Account, the buy-in of any securities of which the Account may be short, and the sale of any or all property or securities in the Account and the BNP Special Custody Account to the extent necessary to satisfy Fund's obligations to Counterparty (in which event such Collateral shall be delivered to Counterparty as directed in an Advice from Counterparty). Any sale of Collateral made hereunder shall be made in accordance with the provisions of the New York Uniform Commercial Code. Fund shall be liable to Counterparty for any deficiency which may exist after the exercise by Counterparty of its rights and remedies as aforesaid. Any surplus resulting from the sale of Collateral shall be transmitted to Custodian. Counterparty shall notify Fund of any deficiency remaining thereafter in an Advice from Counterparty. Any such sale of Collateral held in the BNP Special Custody Account shall be made only after such Collateral has been withdrawn from the BNP Special Custody Account by Counterparty..

(9) The Counterparty hereby covenants, for the benefit of the Fund, that the Counterparty will not instruct Custodian pursuant to an Advice from Counterparty to deliver Collateral free of payment with respect to any sale of Collateral pursuant to paragraph 8 until after the occurrence of the events set forth in paragraph 8. The foregoing covenant is for the benefit of the Fund only and shall in no way be deemed to constitute a limitation on Custodian's obligation to act upon instructions pursuant to an Advice from Counterparty and Custodian's obligation to act upon such instructions, which instructions, for the avoidance of doubt, may include directions to deliver Collateral to Counterparty other than pursuant to paragraph 8 (including for other permissible uses under the Committed Facility Agreement and Account Agreement). Custodian shall not be required to make any determination as to whether such delivery is made in accordance with any provisions of this Agreement or any other agreement between the Counterparty and the Fund. Custodian will, however, provide prompt telephone notice to an officer of the Fund of receipt by Custodian of an Advice from Counterparty to deliver Collateral.

(10) Reserved.

(11) Custodian's duties and responsibilities are set forth in this Agreement. Custodian shall act only upon receipt of an Advice from Counterparty regarding release of Collateral, except as required by applicable law. Custodian shall not be liable or responsible for anything done, or omitted to be done by it in good faith and in the absence of negligence and may rely and shall be protected in acting upon any Advice from Counterparty which it reasonably believes to be genuine and authorized. As between the Fund and Custodian, the terms of the Custody Agreement shall apply with respect to any losses or liabilities of such parties arising out of matters covered by this Agreement; for the avoidance of doubt, each Advice from Counterparty shall be considered a "Proper Instruction" under the Custody Agreement and as such is subject to the terms of the Custody Agreement and, in particular, the Fund's indemnity of the Custodian thereunder. As between Custodian and Counterparty, Counterparty shall indemnify and hold Custodian harmless from and against any losses or liabilities (including reasonable legal fees) imposed on or incurred by Custodian subsequent to the taking of any action, or arising out of any omission, of Custodian in compliance with any Advice from Counterparty, except to the extent that any such loss or liability (i) results from Custodian's negligence, fraud, recklessness, willful misconduct or bad faith; or (ii) represents special, consequential, punitive, exemplary or incidental damages. In matters concerning or relating to this Agreement, Custodian shall not be liable for the acts or omissions of any of the other parties to this Agreement. In matters concerning or relating to this Agreement, Custodian shall not be responsible for compliance with any statute or regulation regarding the establishment or maintenance of margin credit, including but not limited to Regulations T or X of the Board of Governors of the Federal Reserve System, the OCC or the Securities and Exchange Commission. Custodian shall have no duty to require any cash or securities to be delivered to it or to determine that the amount and form of assets deposited in the BNP Special Custody Account comply with any applicable requirements. Custodian may hold the securities in the BNP Special Custody Account in bearer, nominee, book-entry, or other form and in any depository or clearing corporation (including omnibus accounts), with or without indicating that the securities are held hereunder; provided, however, that all securities held in the BNP Special Custody Account shall be identified on Custodian's records as subject to this Agreement and shall be in a form that permits transfer at the direction of Counterparty without additional authorization or consent of the Fund.

Neither Counterparty nor Custodian shall be responsible or liable for any losses resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the property in the BNP Special Custody Account; acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of such party or its agents (any such event, a "Force Majeure Event"); provided, that, as between the Fund and Counterparty, should any Force Majeure Event occur with respect to Custodian and such event (a) prevents or would prevent Custodian from releasing the Collateral to Counterparty upon an Advice from Counterparty directing such release or (b) would inhibit Counterparty's ability to monitor the amount of Collateral in the BNP Special Custody Account (each of (a) and (b), a "Custodian Failure Event"), then during the period from the day on which the Force Majeure Event begins (the "Force Majeure Event Day") up to the day on which the relevant Custodian Failure Event is no longer occurring, for purposes of determining whether Fund has met its obligation to provide and maintain Adequate Performance Assurance under this Agreement or to meet the Collateral Requirements (as defined in the Committed Facility Agreement), Counterparty shall take account only of the Collateral that was in the BNP Special Custody Account on the Business Day immediately prior to the Force Majeure Event Day. Counterparty and Custodian shall not be liable for indirect, special, or consequential damages even if advised of the possibility or likelihood thereof. This paragraph shall survive the termination of this Agreement.

(12) Except as otherwise provided in paragraph 6(ii) above, all charges for Custodian's services under this Agreement shall be paid by the Fund.

(13) The Counterparty shall not be liable for any losses, costs, damages, liabilities or expenses suffered or incurred by the Fund as a result of any transaction executed hereunder, or any other action taken or not taken by the Counterparty hereunder for the Fund's account at Fund's direction or otherwise, except to the extent that such loss, cost, damage, liability or expense is the result of the Counterparty's gross negligence or willful misconduct.

(14) No amendment of this Agreement shall be effective unless in writing and signed by an authorized officer of each of the Counterparty, the Fund and Custodian.

(15) Written communications hereunder, other than an Advice from Counterparty, shall be sent by facsimile-sending device or telegraphed when required herein, hand delivered or mailed first class postage prepaid, except that written notice of termination shall be sent by certified mail, in any such case addressed:

(a) if to Custodian, to: State Street Bank and Trust Company  
801 Pennsylvania Avenue  
Kansas City, MO 64105  
Attn: Vice President, Mutual Funds  
Facsimile No.: 816-871-9451  
Telephone No.: 816-871-4000

(b) if to the Fund, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) if to the Counterparty, to: BNP Paribas Prime Brokerage, Inc.  
787 Seventh Avenue  
New York, NY 10019  
Attention: Tomer Seifan  
Fax No.: 201-850-4602

Phone No.: 212-471-6565  
Attention: Alex Bergelson  
Fax No.: 201-850-4601  
Phone No.: 212-471-6533

BNP Paribas Prime Brokerage, Inc.  
525 Washington Boulevard  
Jersey City, NJ 07310  
Attn: David Koppel  
Tel: 201-850-5391  
Fax: 201-850-4618

Copies of Custodian's confirmations, statements and advices issued pursuant to paragraph 3 should be sent to:

State Street Bank and Trust Company  
801 Pennsylvania Avenue  
Kansas City, MO 64105  
Attn: Vice President, Mutual Funds  
Facsimile No.: 816-871-9451  
Telephone No.: 816-871-4000

- (16) Any of the parties hereto may terminate this Agreement by thirty (30) days' prior written notice to the other parties hereto; provided, however, that the status of any Collateral pledged to the Counterparty at the time of such notice shall not be affected by such termination until the release of such pledge pursuant to the terms of the Account Agreement and any applicable Margin Rules. Upon termination of this Agreement or the Custody Agreement, (a) all assets of the Fund held in the BNP Special Custody Account shall be transferred to a successor custodian specified by the Fund and acceptable to Counterparty in its sole discretion.
- (17) Nothing in this Agreement prohibits the Counterparty, the Fund or Custodian from entering into similar agreements with others in order to facilitate options or other derivatives transactions and as contemplated by the Committed Facility Agreement and Account Agreement.
- (18) Custodian has not entered into, and until the termination of this Agreement will not enter into, any agreement with any person (other than the Counterparty) relating to the BNP Special Custody Account and/or any financial asset credited thereto pursuant to which it has agreed, or will agree, to comply with entitlement orders of such person.
- (19) If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.
- (20) All references herein to times of day shall mean the time in New York, New York, U.S.A.
- (21) This Agreement and its enforcement (including, without limitation, the establishment and maintenance of the BNP Special Custody Account and all interests, duties and obligations related thereto) shall be governed by the laws of the State of New York without regard to its conflicts of law rules. This Agreement shall be binding on the parties and any successor organizations thereof irrespective of any change or changes in personnel thereof. Any litigation between any of the parties to this Agreement or involving their respective property must be instituted in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for the county of New York. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such courts. Each party hereby agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Any right to trial by jury with respect to any claim, action, proceeding or counterclaim or other legal action is hereby waived by all parties to this agreement.
- (22) This Agreement may be signed in counterparts, all of which shall constitute but one and the same instrument.
- (23) For the avoidance of doubt, the Fund and Custodian agree that, except for the rights of control in favor of Counterparty agreed to herein, nothing herein shall amend the terms of the Custody Agreement.

*[Remainder of Page Intentionally Left Blank]*

**GLOBAL INCOME FUND, INC.**

By: \_\_\_\_\_

Name:  
Title:

**BNP PARIBAS PRIME BROKERAGE, INC.**

By: \_\_\_\_\_

Name:  
Title:

**STATE STREET BANK AND TRUST COMPANY**

By: \_\_\_\_\_

Name:  
Title:

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APPENDIX A

To  
Special Custody and Pledge Agreement

**AUTHORIZED PERSONS FOR BNP PARIBAS PRIME BROKERAGE, INC.**

The undersigned hereby represents and warrants to the Fund and Custodian that each person specifically identified below has actual authority to act, and as such, is authorized and empowered for and on behalf of Counterparty to deliver Advices from Counterparty.

**Daily Collateral Movements (e.g., approving releases)**

<u>Name</u>	<u>Telephone/Fax Number</u>	<u>Signature</u>
Name	Telephone/Fax	Signature
1. Dave Koppel	Tel: 201-850-5391 Fax: 201-850-4618	_____
2. Vincent Gazzillo	Tel: 201-850-4163 Fax: 201-850-6594	_____
3. Dean Anastos	Tel: 201-850-5293 Fax: 201-850-6594	_____
4. Jeff Hoffmann	Tel: 201-850-5376 Fax: 201-850-6594	_____
5. Thomas Anderson Fax: 201-850-6594	Tel: 201-850-4161	_____
6. Cindy Yeung	Tel: 201-850-5480 Fax: 201-850-6594	_____



Appendix B

To  
Special Custody and Pledge Agreement

**AUTHORIZED PERSONS FOR Global Income Fund, Inc.**

Custodian and Counterparty are directed to accept and act upon Instructions from Fund received from any one of the following persons at Global Income Fund, Inc., acting as authorized by the Fund.

Name	Telephone/Fax	Signature
1.		1. _____
2.		2. _____
3.		3. _____
4.		4. _____
5.		5. _____
6.		6. _____
7.		7. _____

Authorized by:  
Name:  
Title:  
Date:

000 A000000 06/30/2012  
000 C000000 0001031235  
000 D000000 N  
000 E000000 NF  
000 F000000 Y  
000 G000000 N  
000 H000000 N  
000 I000000 6.1  
000 J000000 A  
001 A000000 GLOBAL INCOME FUND, INC.  
001 B000000 811-08025  
001 C000000 2123446310  
002 A000000 11 HANOVER SQUARE  
002 B000000 NEW YORK  
002 C000000 NY  
002 D010000 10005  
003 000000 N  
004 000000 N  
005 000000 N  
006 000000 N  
007 A000000 N  
007 B000000 0  
007 C010100 1  
007 C010200 2  
007 C010300 3  
007 C010400 4  
007 C010500 5  
007 C010600 6  
007 C010700 7  
007 C010800 8  
007 C010900 9  
007 C011000 10  
008 A000001 CEF ADVISERS, INC.  
008 B000001 A  
008 C000001 801-28329  
008 D010001 NEW YORK  
008 D020001 NY  
008 D030001 10005  
012 A000001 AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC  
012 B000001 84-00416  
012 C010001 BROOKLYN  
012 C020001 NY  
012 C030001 11219  
013 A000001 TAIT, WELLER & BAKER LLP  
013 B010001 PHILADELPHIA  
013 B020001 PA  
013 B030001 19103  
015 A000001 STATE STREET BANK & TRUST COMPANY  
015 B000001 C  
015 C010001 KANSAS CITY  
015 C020001 MO  
015 C030001 64105  
015 E010001 X  
018 000000 Y  
019 A000000 N  
019 B000000 0  
020 A000001 TRADE MANAGE CAPITAL INC.  
020 C000001 22  
020 C000002 0  
020 C000003 0  
020 C000004 0  
020 C000005 0  
020 C000006 0  
020 C000007 0  
020 C000008 0  
020 C000009 0  
020 C000010 0  
021 000000 22  
022 A000001 STATE STREET  
022 C000001 31685  
022 D000001 29584  
022 C000002 0  
022 D000002 0



022 C000003	0
022 D000003	0
022 C000004	0
022 D000004	0
022 C000005	0
022 D000005	0
022 C000006	0
022 D000006	0
022 C000007	0
022 D000007	0
022 C000008	0
022 D000008	0
022 C000009	0
022 D000009	0
022 C000010	0
022 D000010	0
023 C000000	31685
023 D000000	29584
024 000000 N	
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025 D000002	0
025 D000003	0
025 D000004	0
025 D000005	0
025 D000006	0
025 D000007	0
025 D000008	0
026 A000000 N	
026 B000000 Y	
026 C000000 N	
026 D000000 Y	
026 E000000 N	
026 F000000 N	
026 G010000 N	
026 G020000 N	
026 H000000 Y	
027 000000 N	
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028 A020000	0
028 A030000	0
028 A040000	0
028 B010000	0
028 B020000	0
028 B030000	0
028 B040000	0
028 C010000	0
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028 F020000	0
028 F030000	0
028 F040000	0
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028 G020000	0
028 G030000	0
028 G040000	0
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030 C000000	0.00
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031 B000000	0
032 000000	0
033 000000	0

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036 B000000 0  
038 000000 0  
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042 B000000 0  
042 C000000 0  
042 D000000 0  
042 E000000 0  
042 F000000 0  
042 G000000 0  
042 H000000 0  
043 000000 0  
044 000000 0  
045 000000 Y  
046 000000 N  
047 000000 Y  
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048 A020000 0.700  
048 B010000 100000  
048 B020000 0.625  
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048 C020000 0.000  
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048 D020000 0.000  
048 E010000 0  
048 E020000 0.000  
048 F010000 0  
048 F020000 0.000  
048 G010000 0  
048 G020000 0.000  
048 H010000 0  
048 H020000 0.000  
048 I010000 0  
048 I020000 0.000  
048 J010000 0  
048 J020000 0.000  
048 K010000 150000  
048 K020000 0.500  
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054 E000000 N  
054 F000000 N  
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062 C000000 0.0  
062 D000000 0.0  
062 E000000 0.0

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062 G000000 0.0  
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062 I000000 0.0  
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062 P000000 0.0  
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063 B000000 0.0  
066 A000000 Y  
066 F000000 Y  
067 000000 N  
068 A000000 N  
068 B000000 N  
069 000000 N  
070 A010000 Y  
070 A020000 N  
070 B010000 Y  
070 B020000 N  
070 C010000 Y  
070 C020000 N  
070 D010000 Y  
070 D020000 N  
070 E010000 Y  
070 E020000 N  
070 F010000 Y  
070 F020000 N  
070 G010000 Y  
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070 M010000 Y  
070 M020000 Y  
070 N010000 Y  
070 N020000 N  
070 O010000 Y  
070 O020000 N  
070 P010000 Y  
070 P020000 N  
070 Q010000 Y  
070 Q020000 N  
070 R010000 Y  
070 R020000 N  
071 A000000 29142  
071 B000000 29581  
071 C000000 28594  
071 D000000 102  
072 A000000 6  
072 B000000 47  
072 C000000 613  
072 D000000 0  
072 E000000 0  
072 F000000 126  
072 G000000 24  
072 H000000 0  
072 I000000 7  
072 J000000 7  
072 K000000 3  
072 L000000 5

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072 N000000	0
072 O000000	0
072 P000000	0
072 Q000000	21
072 R000000	12
072 S000000	83
072 T000000	0
072 U000000	0
072 V000000	39
072 W000000	9
072 X000000	356
072 Y000000	0
072 Z000000	304
072AA000000	1422
072BB000000	0
072CC010000	2073
072CC020000	0
072DD010000	964
072DD020000	0
072EE000000	0
073 A010000	0.1300
073 A020000	0.0000
073 B000000	0.0000
073 C000000	0.0000
074 A000000	0
074 B000000	0
074 C000000	0
074 D000000	0
074 E000000	3681
074 F000000	26033
074 G000000	0
074 H000000	0
074 I000000	7208
074 J000000	0
074 K000000	0
074 L000000	108
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074 N000000	37035
074 O000000	0
074 P000000	29
074 Q000000	0
074 R010000	0
074 R020000	0
074 R030000	0
074 R040000	67
074 S000000	0
074 T000000	36939
074 U010000	7417
074 U020000	0
074 V010000	4.98
074 V020000	0.00
074 W000000	0.0000
074 X000000	35
074 Y000000	0
075 A000000	0
075 B000000	36293
076 000000	4.05
077 A000000	Y
077 C000000	Y
077 D000000	Y
077 I000000	Y
077 Q010000	Y
077 Q030000	Y
078 000000	N
080 C000000	0
081 B000000	0
082 B000000	0
083 B000000	0
084 B000000	0
086 A010000	0
086 A020000	0
086 B010000	0

086 B020000 0  
086 C010000 0  
086 C020000 0  
086 D010000 0  
086 D020000 0  
086 E010000 0  
086 E020000 0  
086 F010000 0  
086 F020000 0

088 A000000 N  
088 B000000 N  
088 C000000 N  
088 D000000 N

SIGNATURE THOMAS O'MALLEY  
TITLE CFO