

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

April 15, 2015

HMS Income Fund, Inc.

(Exact name of registrant as specified in its charter)

Maryland	814-00939	45-3999996
<hr/> (State or other jurisdiction of incorporation)	<hr/> (Commission File Number)	<hr/> (I.R.S. Employer Identification No.)
2800 Post Oak Blvd, Suite 5000, Houston, Texas		77056-6118
<hr/> (Address of principal executive offices)		<hr/> (Zip Code)

Registrant's telephone number, including area code:

(888) 220-6121

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Fourth Amendment to the Amended and Restated Conditional Fee Waiver Agreement

On April 15, 2015, HMS Income Fund, Inc. (the “Company”), HMS Adviser LP (the “HMS Adviser”), and MSC Adviser I, LLC (the “Sub-Adviser”) entered into a Fourth Amendment (the “Fee Waiver Amendment”) to the Amended and Restated Conditional Fee Waiver Agreement dated May 31, 2012 (as amended from time to time, the “Fee Waiver Agreement”) by and among the Company, HMS Adviser and the Sub-Adviser. The Fee Waiver Agreement allows HMS Adviser to waive base management and incentive fees otherwise payable to HMS Adviser under the Investment Advisory and Administrative Services Agreement, dated as of May 31, 2012, by and between the Company and HMS Adviser upon the occurrence of any event, which in the HMS Adviser's sole discretion is deemed necessary (including, but neither limited to nor automatically triggered by, the Company's estimate that a distribution declared and payable to its stockholders during the fee waiver period represents, or would represent when paid, a return of capital for U.S. federal income tax purposes). Pursuant to the Fee Waiver Amendment, HMS Adviser has agreed to extend the term of the fee waiver through December 31, 2015. The Fee Waiver Amendment does not extend the term of the fee waiver with respect to the Sub-Adviser, whose waiver expired on December 31, 2013. HMS Adviser has no obligation to waive fees pursuant to the Fee Waiver Agreement after December 31, 2015, unless the fee waiver period is further extended.

The foregoing description of the Fee Waiver Amendment and the Fee Waiver Agreement is qualified in its entirety by reference to the Fee Waiver Amendment, filed as Exhibit 10.1 to this report.

Amendment to the 2013 Expense Support and Conditional Reimbursement Agreement

On April 15, 2015, the Company and HMS Adviser entered into an amendment ("Reimbursement Amendment") to the Expense Support and Conditional Reimbursement Agreement between the Company and HMS Adviser dated November 11, 2013 (the "2013 Expense Reimbursement Agreement"). Under the Reimbursement Amendment, reimbursement of Expense Support Payments made under the 2013 Expense Reimbursement Agreement shall be made in accordance with and subject to the provisions of the Fee Waiver Amendment. All other terms of the 2013 Expense Reimbursement Agreement remain unchanged.

The foregoing description of the Reimbursement Amendment is qualified in its entirety by reference to the Reimbursement Amendment, filed as Exhibit 10.2 to this report, which is incorporated herein by reference.

Fourth Amendment to the 2014 Expense Support and Conditional Reimbursement Agreement

On April 15, 2015, the Company and HMS Adviser entered into a Fourth Amendment (the “Fourth Amendment”) to the Expense Support and Conditional Reimbursement Agreement between the Company and HMS Adviser dated December 30, 2013 (as amended from time to time, the "2014 Expense Reimbursement Agreement"). Under the Fourth Amendment, which is effective December 31, 2014, reimbursement of Expense Support Payments made under the 2014 Expense Reimbursement Agreement shall be made in accordance with and subject to the provisions of the Fee Waiver Amendment. All other terms of the 2014 Expense Reimbursement Agreement remain unchanged.

The foregoing description of the Fourth Amendment is qualified in its entirety by reference to the Fourth Amendment, filed as Exhibit 10.3 to this report, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

EXHIBIT NUMBER	DESCRIPTION
10.1	Fourth Amendment to Amended and Restated Conditional Fee Waiver Agreement, dated April 15, 2015, by and between HMS Income Fund, Inc., HMS Adviser LP, and MSC Adviser I, LLC.
10.2	Amendment to Expense Support and Conditional Reimbursement Agreement, dated April 15, 2015, by and between HMS Income Fund, Inc. and HMS Adviser LP.
10.3	Fourth Amendment to Expense Support and Conditional Reimbursement Agreement, dated April 15, 2015, by and between HMS Income Fund, Inc. and HMS Adviser LP.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HMS Income Fund, Inc.

April 21, 2015

By: /s/ David M. Covington

Name: David M. Covington

Title: Chief Accounting Officer and Treasurer

FOURTH AMENDMENT TO AMENDED AND RESTATED CONDITIONAL FEE WAIVER AGREEMENT

This Fourth Amendment, dated as of April 15, 2015 and effective as of December 31, 2014 (the “Amendment”), is made to the Amended and Restated Conditional Fee Waiver Agreement by and among HMS Income Fund, Inc. (the “Company”), HMS Adviser LP (“HMS Adviser”), Main Street Capital Corporation and Main Street Capital Partners, LLC (collectively, “Main Street”).

WHEREAS, pursuant to an Assignment and Assumption dated as of December 31, 2013, MSC Adviser I, LLC (the “Sub-Adviser” and, together with HMS Adviser, the “Advisers”) assumed the obligations and liabilities of Main Street under that certain Sub-Advisory Agreement dated May 31, 2012 by and among HMS Adviser, Main Street and the Company (the “Sub-Advisory Agreement”);

WHEREAS, on May 31, 2012, the Company and the Advisers entered into that certain Conditional Fee Waiver Agreement (the “Original Agreement”) pursuant to which the Advisers agreed to conditionally waive certain fees under that certain Investment Advisory and Administrative Services Agreement, dated May 31, 2012, by and between the Company and HMS Adviser (the “Advisory Agreement”) and the Sub-Advisory Agreement to the extent that some or all of the distributions paid to the Company’s stockholders are estimated to represent a return of capital for purposes of U.S. federal income tax;

WHEREAS, (i) on March 26, 2013, the Company and the Advisers amended and restated the Original Agreement (as the same may be amended from time to time, the “Fee Waiver Agreement”) primarily to reflect the extension of the term of the Fee Waiver Period (as defined therein) through September 30, 2013, (ii) on May 14, 2013, the Company and the Advisers amended the Fee Waiver Agreement to clarify that the repayment of any Waived Fees (as defined therein) is to be made within a period not to exceed three (3) years from the date of each respective waiver of Waived Fees, (iii) on June 28, 2013, the Company and the Advisers amended the Fee Waiver Agreement to reflect the extension of the Fee Waiver Period through December 31, 2013 and allow the Advisers to waive fees upon the occurrence of any event, in the Advisers’ sole discretion, and (iv) on December 30, 2013, the Company and the Advisers amended the Fee Waiver Agreement to reflect the extension by HMS Adviser (but not the Sub-Adviser) of the Fee Waiver Period through December 31, 2014 and to allow HMS Adviser to waive its fees upon the occurrence of any event, in HMS Adviser’s sole discretion; and

WHEREAS, the Company and the Advisers desire to further amend the Fee Waiver Agreement to reflect the extension by HMS Adviser (but not the Sub-Adviser) of the Fee Waiver Period through December 31, 2015 and to allow HMS Adviser to waive its fees upon the occurrence of any event, in HMS Adviser’s sole discretion, which may include, but is neither limited to nor automatically triggered by, the Company’s estimate that a distribution declared and payable to the Company’s stockholders during HMS Adviser’s Fee Waiver Period (as defined below) represents, or would represent when paid, a return of capital for U.S. federal income tax purposes.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms stated herein shall have the same meanings as ascribed to them in the Fee Waiver Agreement unless otherwise defined.
2. Waived Fees. Section 1 of the Fee Waiver Agreement is hereby amended and restated in its entirety to read as follows:

Waived Fees. During the period beginning at the time that the Company's Registration Statement is declared effective by the SEC (the "Effectiveness Date") and continuing through December 31, 2013 (the "Fee Waiver Period"), the Advisers hereby agree to waive the Base Management Fee and/or Incentive Fee, proportionally, as each term is defined and further described in the Advisory Agreement, due and payable under the Advisory Agreements by the Company to the Advisers in the sole discretion of the Advisers taking into account the potential occurrence of any event including, but neither limited to nor automatically triggered by, the Company's estimate that a distribution declared and payable to the Company's stockholders during the Fee Waiver Period represents, or would represent when paid, a return of capital for purposes of U.S. federal income tax. The amounts waived pursuant to the preceding sentence shall be referred to herein as the "Waived Fees." The Company shall promptly notify the Advisers of the amount of any Waived Fees and shall deduct the Waived Fees from the amount, if any, otherwise due and payable by the Company to HMS Adviser pursuant to the terms of the Advisory Agreement (and therefrom payable by HMS Adviser to the Sub-Adviser pursuant to the Sub-Advisory Agreement) for the applicable month. If the amount owed by the Company to HMS Adviser pursuant to the Advisory Agreement exceeds the Waived Fees, the Company shall pay any such excess amount to HMS Adviser in accordance with the terms of the Advisory Agreement (and therefrom payable by HMS Adviser to the Sub-Adviser pursuant to the Sub-Advisory Agreement).

During the period beginning on January 1, 2014 and continuing through December 31, 2015 (the "HMS Adviser's Fee Waiver Period"), HMS Adviser hereby agrees to waive the Base Management Fee and/or Incentive Fee due and payable by the Company under the Advisory Agreement to HMS Adviser in the sole discretion of HMS Adviser taking into account the potential occurrence of any event including, but neither limited to nor automatically triggered by, the Company's estimate that a distribution declared and payable to the Company's stockholders during HMS Adviser's Fee Waiver Period represents, or would represent when paid, a return of capital for purposes of U.S. federal income tax. The amounts waived pursuant to the preceding sentence shall be referred to herein as the "HMS Adviser's Waived Fees." The Company shall promptly notify HMS Adviser of the amount of any HMS Adviser's Waived Fees and shall deduct the HMS Adviser's Waived Fees from the amount, if any, otherwise due and payable by the Company to HMS Adviser pursuant to the terms of the Advisory Agreement for the applicable month. If the amount owed by the Company to HMS Adviser pursuant to the Advisory Agreement exceeds the HMS Adviser's Waived Fees, the Company shall pay any such excess amount to HMS Adviser in accordance with the terms of the Advisory Agreement.

Nothing in this Agreement shall be deemed to waive any fees due and payable under the Sub-Advisory Agreement to the Sub-Adviser from and after January 1, 2014. Notwithstanding the foregoing, however, the Sub-Adviser may from time to time, in its sole discretion, agree to waive some or all of the Base Management Fee and/or Incentive Fee due and payable to the Sub-Adviser under the terms of the Sub-Advisory Agreement.

3. Conditional Repayment of Waived Fees. Section 2 of the Fee Waiver Agreement is hereby amended and restated in its entirety to read as follows:

Conditional Repayment of Waived Fees. Subject to the approval of the Company's board of directors, the Company hereby agrees to reimburse the Advisers proportionately for any Waived Fees following any quarter in which the Company's Net Increase in Net Assets (as hereinafter defined) exceeds the amount of the Company's cumulative distributions paid to the Company's stockholders in such calendar quarter (the "Excess Net Increase Net Assets"). Waived Fees for the current calendar fiscal year shall be reimbursed first, followed by Waived Fees for prior years with the oldest Waived Fees being reimbursed first, subject to the 3-year limit described below. If payable, the amount of the reimbursement payment for any calendar quarter shall equal the lesser of (i) the Excess Net Increase in Net Assets in such calendar quarter and (ii) the aggregate amount of all Waived Fees made by the Advisers to the Company within three years prior to the last business day of such calendar quarter that have not been previously reimbursed to the Company (the "Reimbursements Payment"). If payable, the Reimbursement Payment for any calendar quarter shall be paid by the Company no later than forty-five days after the end of such calendar quarter. The repayment of all such Waived Fees is to be made within a period not to exceed three (3) years from the date each respective waiver of such Waived Fees is made. As used herein, "Net Increase in Net Assets" shall mean the sum of (i) the Company's tax basis net investment income, (ii) taxable net capital gains/losses (whether short-term or long-term), and (iii) dividends and other distributions paid to the Company on account of investments in portfolio companies (to the extent such amounts are not included in clauses (i) and (ii) above). For the avoidance of doubt, operating expenses deducted in calculating tax basis net investment income does not include offering expenses as defined in the Advisory Agreement or any accrued Incentive Fee related to net unrealized appreciation.

4. Reimbursement of Waived Fees. From time to time, and as set forth in more detail in Section 2 of the Fee Waiver Agreement, upon the approval of the Company's board of directors, the Company may reimburse the Advisers for certain Waived Fees (including any reimbursements by the Sub-Adviser of fees waived by the Adviser pursuant to a separate agreement). The parties hereto agree that reimbursements of Waived Fees in calendar year 2015 and beyond will be determined quarterly. Thus, in any quarter where a surplus exists, that surplus will be available (subject to approval of the Company's board of directors) to reimburse Waived Fees waived in any preceding calendar quarter(s) within the same calendar year. Any reimbursement of Waived Fees (related solely to base management fees but not to any incentive fees) between quarters within 2015 as described in the previous sentence will have priority over reimbursement of Expense Support Payments made pursuant to those certain Expense Support and Conditional Reimbursement Agreements, dated as of November 11, 2013 and December 30, 2013, by and between the Company and HMS Adviser (as amended from time to time). After fees and surpluses have been determined and paid for the entirety of calendar year 2015, any net Waived Fees for such year will only be reimbursable, if at all, after reimbursement of Expense Support Payments and reimbursement of any Waived Fees waived in prior years, consistent with the priorities set forth above. Further, the reimbursement of any Expense Support Payments will take priority over reimbursement of any Waived Fees waived for years prior to 2015.

5. Ratification of Fee Waiver Agreement. Except as modified by this Amendment, all of the terms and provisions of the Fee Waiver Agreement are hereby ratified and confirmed by the parties thereto and shall remain in full force and effect.

6. Interpretation. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflicts of laws provisions) and the applicable provisions of the Investment Company Act of 1940, as amended (the “1940 Act”) and the Investment Advisers Act of 1940, as amended (the “Advisers Act”). To the extent that the applicable laws of the State of Texas or any of the provisions herein, conflict with the applicable provisions of the 1940 Act or the Advisers Act, the latter shall control. Further, nothing herein contained shall be deemed to require the Company to take any action contrary to the Company’s Amended and Restated Articles of Incorporation or the Amended and Restated Bylaws, as each may be from time to time amended or restated, or to relieve or deprive the Company’s board of directors of its responsibility for and control of the conduct of the affairs of the Company.

7. Counterparts. This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same agreement, binding upon the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Amended and Restated Conditional Fee Waiver Agreement to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

COMPANY:

HMS INCOME FUND, INC.

By: /s/ David M. Covington

Name: David M. Covington

Title: Chief Accounting Officer and Treasurer

HMS ADVISER:

HMS ADVISER LP

By: HMS ADVISER GP, LLC, its general partner

By: /s/ David M. Covington

Name: David M. Covington

Title: Chief Accounting Officer and Treasurer

MAIN STREET:

MSC Adviser I, LLC

By: /s/ Jason B. Beauvais

Name: Jason B. Beauvais

Title: Senior Vice President

**AMENDMENT TO
EXPENSE SUPPORT AND CONDITIONAL REIMBURSEMENT AGREEMENT**

This Amendment to Expense Support and Conditional Reimbursement Agreement (the “Amendment”) is made as of April 15, 2015 and effective as of December 31, 2014 by and between HMS Income Fund, Inc. (the “Company”) and HMS Adviser LP (the “Adviser”).

WHEREAS, the Company and the Adviser entered into that certain Expense Support and Conditional Reimbursement Agreement dated as of November 11, 2013 (the “Expense Support Agreement”), pursuant to which, among other things, the Adviser, at its sole discretion and in consultation with the Company, agreed to pay to the Company up to 100% of the Company Operating Expenses (as defined in the Expense Support Agreement) in order for the Company to achieve a reasonable level of expenses in relation to its investment income until December 31, 2013 (the “Payment Period”);

WHEREAS, the Company and the Adviser have determined that it is appropriate and in the best interests of the Company to amend the Expense Support Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. The second paragraph of Section 2 of the Expense Support Agreement is hereby restated in its entirety as follows:

The parties hereto further agree that, to the extent that reimbursement of Expense Support Payments are payable in accordance with this section 2, such reimbursements shall be made in accordance with and subject to the provisions of Paragraph 4 of the Fourth Amendment to Amended and Restated Conditional Fee Waiver Agreement by and among the Company, the Adviser and MSC Adviser I, LLC (as successor in interest to Main Street Capital Corporation and Main Street Capital Partners, LLC) entered into as of the date hereof. Notwithstanding the foregoing, payment of current base management fees and/or incentive fees under the Advisory Agreements, to the extent that they have not been waived by the Adviser and/or the Sub-Adviser, shall have priority over, and shall be made before, any Reimbursement Payment hereunder.

5. This Amendment constitutes an amendment to the Expense Support Agreement. The terms and provisions of the Expense Support Agreement and all other documents and instruments relating and pertaining to the Expense Support Agreement shall continue in full force and effect, as amended hereby. In the event of any conflict between the provisions of the Expense Support Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

6. This Amendment (a) shall be binding upon the Company and the Adviser (the “Parties”) and their respective successors and assigns; (b) may be modified or amended only by a writing signed by each of the Parties; (c) may be executed in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the

same agreement; and (d) together with the Expense Support Agreement, embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter.

[Signature Page Follows]

[Signature Page to Amendment to Expense Support and Conditional Reimbursement Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

HMS INCOME FUND, INC.

By: /s/ David M. Covington
Name: David M. Covington
Title: Chief Accounting Officer and Treasurer

HMS ADVISER LP

By: HMS ADVISER GP, its general partner

By: /s/ David M. Covington
Name: David M. Covington
Title: Chief Accounting Officer and Treasurer

ACKNOWLEDGEMENT:

The undersigned, MSC Adviser I, LLC, executes this Amendment solely for the purpose of evidencing their acknowledgement of its execution.

MSC ADVISER I, LLC

By: /s/ Jason B Beauvais
Name: Jason B. Beauvais
Title: Senior Vice President

FOURTH AMENDMENT TO EXPENSE SUPPORT AND CONDITIONAL REIMBURSEMENT AGREEMENT

This Fourth Amendment to Expense Support and Conditional Reimbursement Agreement (the “Fourth Amendment”) is made as of April 15, 2015 and effective as of December 31, 2014 by and between HMS Income Fund, Inc. (the “Company”) and HMS Adviser LP (the “Adviser”).

WHEREAS, the Company and the Adviser entered into that certain Expense Support and Conditional Reimbursement Agreement dated as of December 30, 2013 (as amended from time to time, the “Expense Support Agreement”), that certain Amendment to Expense Support and Conditional Reimbursement Agreement dated as of March 31, 2014, that certain Second Amendment to the Expense Support and Conditional Reimbursement Agreement dated as of June 30, 2014, and that certain Third Amendment to the Expense Support and Conditional Reimbursement Agreement dated as of September 30, 2014 pursuant to which, among other things, the Adviser, at its sole discretion and in consultation with the Company, agreed to pay to the Company up to 100% of the Company Operating Expenses (as defined in the Expense Support Agreement) in order for the Company to achieve a reasonable level of expenses in relation to its investment income until December 31, 2014 (the “Payment Period”);

WHEREAS, the Company and the Adviser have determined that it is appropriate and in the best interests of the Company to further amend the Expense Support Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Section 2. 2 of the Expense Support Agreement is hereby restated in its entirety as follows:

2.2 PRIORITY AND TIMING OF PAYMENTS. Any Reimbursement Payment under this Agreement shall be made only after all outstanding Expense Support Payments from the Adviser to the Company under the Expense Support and Conditional Reimbursement Agreement by and between the Company and Adviser dated November 11, 2013 (the “2013 Expense Support Agreement”) have been reimbursed by the Company.

The repayment of all Expense Support Payments is to be made within a period not to exceed three (3) years from the date each respective Expense Support Payment is determined. Expense Support Payments which remain unreimbursed three (3) years after payment will be considered permanently waived and no longer eligible for reimbursement by the Company under this Agreement.

The parties hereto agree that, to the extent that reimbursement of Expense Support Payments are payable in accordance with Section 2.1, such reimbursements shall be made in accordance with and subject to the provisions of Paragraph 4 of the Fourth Amendment to Amended and Restated Fee Waiver Agreement by and among the Company, the Adviser and MSC Adviser I, LLC (as successor in interest to Main Street Capital Corporation and Main Street Capital Partners, LLC) entered into as of the date hereof.

Notwithstanding the foregoing, payment of current base management fees and/or incentive fees under the Advisory Agreements, to the extent that they have not been waived by the Adviser and/or the Sub-Adviser, shall have priority over, and shall be made before, any Reimbursement Payment hereunder.

5. This Fourth Amendment constitutes an amendment to the Expense Support Agreement. The terms and provisions of the Expense Support Agreement and all other documents and instruments relating and pertaining to the Expense Support Agreement shall continue in full force and effect, as amended hereby. In the event of any conflict between the provisions of the Expense Support Agreement and the provisions of this Fourth Amendment, the provisions of this Fourth Amendment shall control.

6. This Fourth Amendment (a) shall be binding upon the Company and the Adviser (the “Parties”) and their respective successors and assigns; (b) may be modified or amended only by a writing signed by each of the Parties; (c) may be executed in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement; and (d) together with the Expense Support Agreement, embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter.

[Signature Page Follows]

[Signature Page to Fourth Amendment to Expense Support and Conditional Reimbursement Agreement]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

HMS INCOME FUND, INC.

By: /s/ David M. Covington

Name: David M. Covington

Title: Chief Accounting Officer and Treasurer

HMS ADVISER LP

By: HMS ADVISER GP, its general partner

By: /s/ David M. Covington

Name: David M. Covington

Title: Chief Accounting Officer and Treasurer

ACKNOWLEDGEMENT:

The undersigned, MSC Adviser I, LLC, executes this Fourth Amendment solely for the purpose of evidencing their acknowledgement of its execution.

MSC ADVISER I, LLC

By: /s/ Jason B. Beauvais

Name: Jason B. Beauvais

Title: Senior Vice President