IMPORTANT NOTICE

If you are not the intended recipient of this message, please delete and destroy all copies of this disclaimer and the attached Offering Circular (as defined below), along with any e-mail to which either may be attached.

DISCLAIMER

Attached please find an electronic copy of the final offering circular (the "**Offering Circular**"), dated July 21, 2022, relating to the notes (the "**Notes**") of Venture 46 CLO, Limited (the "**Issuer**") and Venture 46 CLO, LLC (the "**Co-Issuer**" and, together with the Issuer, the "**Co-Issuers**").

The Offering Circular is highly confidential and does not constitute an offer to any Person, other than the recipient, or to the public generally to subscribe for or otherwise acquire any of the securities described therein.

DISTRIBUTION OF THE OFFERING CIRCULAR TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE INITIAL PURCHASER REFERRED TO THEREIN AND THEIR RESPECTIVE AGENTS, AND ANY PERSONS RETAINED TO ADVISE THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE INITIAL PURCHASER WITH RESPECT THERETO, IS UNAUTHORIZED. ANY PHOTOCOPYING, DISCLOSURE OR ALTERATION OF THE CONTENTS OF THE OFFERING CIRCULAR, AND ANY FORWARDING OF A COPY OF THE OFFERING CIRCULAR OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR ANY OTHER MEANS TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE CO-ISSUERS OR THE INITIAL PURCHASER IS PROHIBITED. BY ACCEPTING DELIVERY OF THE OFFERING CIRCULAR, THE RECIPIENT AGREES TO THE FOREGOING.

THE INFORMATION CONTAINED HEREIN SUPERSEDES ANY PREVIOUS SUCH INFORMATION DELIVERED TO ANY PROSPECTIVE INVESTOR.

VENTURE 46 CLO, LIMITED
VENTURE 46 CLO, LLC

U.S.$3,000,000 Class X Senior Secured Floating Rate Notes due 2035
U.S.$125,250,000 Class A-1N Senior Secured Floating Rate Notes due 2035
U.S.$59,250,000 Class A-1F Senior Secured Fixed Rate Notes due 2035
U.S.$5,000,000 Class A-2N Senior Secured Floating Rate Notes due 2035
U.S.$5,500,000 Class A-2F Senior Secured Fixed Rate Notes due 2035
U.S.$16,350,000 Class BN Senior Secured Floating Rate Notes due 2035
U.S.$16,650,000 Class BF Senior Secured Fixed Rate Notes due 2035
U.S.$15,000,000 Class C Mezzanine Secured Deferrable Floating Rate Notes due 2035
U.S.$15,000,000 Class D1 Mezzanine Secured Deferrable Floating Rate Notes due 2035
U.S.$3,000,000 Class D2 Mezzanine Secured Deferrable Floating Rate Notes due 2035
U.S.$12,750,000 Class E Junior Secured Deferrable Floating Rate Notes due 2035
U.S.$21,500,000 Subordinated Notes due 2035

MJX Venture Management II LLC will act as collateral manager (the "**Collateral Manager**") for Venture 46 CLO, Limited (the "**Issuer**"). The Issuer's portfolio of assets will consist primarily of senior secured loans and, subject to any limitations described herein, second lien loans, senior unsecured loans, bonds and senior secured floating rate notes.

See "*Risk Factors*" beginning on page 29 for a discussion of certain factors to be considered in connection with an investment in the Notes.

It is a condition of the Offering that (i) the Class X Notes are rated "Aaa(sf)" by Moody's and "AAA(sf)" by Fitch, (ii) the Class A-1N Notes and the Class A-1F Notes are each rated "Aaa(sf)" by Moody's and "AAA(sf)" by Fitch, (iii) the Class A-2N Notes and the Class A-2F Notes are each rated "Aaa(sf)" by Moody's, (iv) the Class BN Notes and the Class BF Notes are each rated at least "Aa2(sf)" by Moody's, (v) the Class C Notes are rated at least "A2(sf)" by Moody's, (vi) the Class D1 Notes are rated at least "BBB+(sf)" by Fitch, (vii) the Class D2 Notes are rated at least "BBB-(sf)" by Fitch and (viii) the Class E Notes are rated at least "Ba3(sf)" by Moody's. The Subordinated Notes will not be rated.

The Issuer does not intend to qualify for the "loan securitization" exclusion set forth in the implementing regulations of the Volcker Rule and, as a result, may become a "covered fund" as more fully explained herein. The Issuer is of the view that, under the Volcker Rule, the Senior Priority Notes should not be regarded as "ownership interests" in the Issuer. However, see qualifications set forth under "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Volcker Rule may negatively affect the liquidity and value of certain Classes*" herein.

Assets of the Issuer are the sole source of payments on the Notes. The Notes do not represent an interest in or obligation of, and are not insured or guaranteed by, the Collateral Manager, Jefferies, the Trustee or any of their respective Affiliates.

The Notes have not been registered or qualified under the United States Securities Act of 1933, as amended (the "Securities Act") or under any state or foreign securities laws, and none of the Issuer, the Co-Issuer or the pool of collateral is or will be registered under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Accordingly, the Notes may not be offered or sold within the United States to, or for the account or benefit of, "U.S. Persons" (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, applicable state securities laws and the Investment Company Act. The Notes may only be offered or sold to (i) (x) "Qualified Institutional Buyers" ("QIBs") (as defined in Rule 144A under the Securities Act) or (y) solely with respect to the Subordinated Notes, institutional accredited investors (i.e., accredited investors of the type set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) ("IAIs"), that, in the case of either (x) or (y), are also "Qualified Purchasers" (as defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder) or entities owned exclusively by Qualified Purchasers, (ii) to non-"U.S. persons" in "offshore transactions," as such terms are defined in, and in reliance on, Regulation S under the Securities Act and (iii) in accordance with other applicable law. For a description of certain restrictions on resale or transfer, see "*Transfer Restrictions.*"

Application has been made to the Cayman Islands Stock Exchange Ltd. (the "**Cayman Islands Stock Exchange**") for the Notes to be admitted to listing on the Official List of the Cayman Islands Stock Exchange. There can be no assurance that such listing will be granted or, if granted, that such listing will be maintained. This Offering Circular includes information given in compliance with the listing rules of the Cayman Islands Stock Exchange. The Cayman Islands Stock Exchange takes no responsibility for the contents of this Offering Circular, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss arising from or in reliance upon any part of this Offering Circular.

The Notes are being offered by Jefferies LLC, subject to prior sale, when, as and if delivered to and accepted by Jefferies LLC, as initial purchaser thereof ("**Jefferies**" or the "**Initial Purchaser**"). The Initial Purchaser will offer the Notes in individually negotiated transactions at varying prices determined at the time of sale, subject to certain conditions. The Initial Purchaser reserves the right to withdraw, cancel or modify such offers and to reject orders in whole or in part. Jefferies will act as sole manager and bookrunner with respect to the Notes. The delivery of interests in Global Notes is expected to be made in book-entry form through the facilities of The Depository Trust Company ("DTC") on or about July 27, 2022 (the "**Closing Date**") and each Certificated Note is expected to be available for delivery to the owner thereof on such date, in each case in New York, New York against payment therefor in immediately available funds.

Jefferies

July 21, 2022

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IMPORTANT INFORMATION REGARDING THIS OFFERING CIRCULAR AND THE NOTES

THE INITIAL PURCHASER'S OBLIGATION TO SELL NOTES TO ANY PROSPECTIVE INVESTOR IS CONDITIONED ON, AMONG OTHER THINGS, THE NOTES HAVING THE CHARACTERISTICS DESCRIBED IN THESE MATERIALS. IF THE INITIAL PURCHASER DETERMINES THAT A CONDITION IS NOT SATISFIED IN ANY MATERIAL RESPECT, SUCH PROSPECTIVE INVESTOR WILL BE NOTIFIED, AND NONE OF THE CO-ISSUERS, THE INITIAL PURCHASER, THE COLLATERAL MANAGER, THE SERVICE PROVIDER OR ANY OF THEIR AGENTS OR AFFILIATES WILL HAVE ANY OBLIGATION TO SUCH PROSPECTIVE INVESTOR TO DELIVER ANY PORTION OF THE NOTES THAT SUCH PROSPECTIVE INVESTOR HAS COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE INITIAL PURCHASER, THE CO-ISSUERS, THE COLLATERAL MANAGER, THE SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND SUCH PROSPECTIVE INVESTOR, ON THE OTHER HAND, AS A CONSEQUENCE OF THE NON-DELIVERY OF ANY SUCH NOTES.

EACH PROSPECTIVE INVESTOR HAS REQUESTED THAT THE INITIAL PURCHASER PROVIDE TO SUCH PROSPECTIVE INVESTOR INFORMATION IN CONNECTION WITH SUCH PROSPECTIVE INVESTOR'S CONSIDERATION OF THE PURCHASE OF THE NOTES DESCRIBED IN THESE MATERIALS. THESE MATERIALS ARE BEING PROVIDED TO EACH PROSPECTIVE INVESTOR FOR INFORMATIVE PURPOSES ONLY IN RESPONSE TO SUCH PROSPECTIVE INVESTOR'S SPECIFIC REQUEST.

THE INITIAL PURCHASER DESCRIBED IN THESE MATERIALS MAY FROM TIME TO TIME PERFORM INVESTMENT BANKING SERVICES FOR, OR SOLICIT INVESTMENT BANKING BUSINESS FROM, ANY COMPANY NAMED IN THESE MATERIALS. THE INITIAL PURCHASER AND/OR ITS EMPLOYEES MAY FROM TIME TO TIME HAVE A POSITION IN ANY CONTRACT, NOTE AND/OR COLLATERAL OBLIGATION DISCUSSED IN THESE MATERIALS.

THE INFORMATION CONTAINED HEREIN SUPERSEDES ANY PREVIOUS INFORMATION DELIVERED TO ANY PROSPECTIVE INVESTOR.

In making your investment decision, you should only rely on the information contained in this Offering Circular and in the Transaction Documents. No person has been authorized to give you any information or to make any representation other than those contained in this Offering Circular and in the transaction documents. If you receive any other information, you should not rely on it.

You should not assume that the information contained in this Offering Circular is accurate as of any date other than the date on the front cover of this Offering Circular.

The Notes are being offered and sold only in places where offers and sales are permitted.

The Co-Issuers and the Initial Purchaser reserve the right, for any reason, to reject any offer to purchase in whole or in part, to allot to you less than the full amount of Notes sought by you or to sell or allocate less than the stated initial principal amount of any Class of Notes.

Neither State Street Bank and Trust Company, in each of its capacities, including but not limited to Trustee, Calculation Agent and Paying Agent, nor Virtus Group, LP, including but not limited to its capacity as Collateral Administrator, has participated in the preparation of this Offering Circular, and neither assumes any responsibility for its contents.

The Notes are subject to restrictions on resale and transfer as described under "*Description of the Notes*," "*Plan of Distribution*" and "*Transfer Restrictions*." By purchasing any Notes, you will be deemed to have made certain acknowledgments, representations and agreements as described in "*Transfer Restrictions*." You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

Unless the context otherwise requires or as otherwise indicated herein, each reference to "**Jefferies**" in this Offering Circular means Jefferies in its capacity as the Initial Purchaser of the Notes. "**MJX Asset Management**" is a reference to, and is a registered service mark of, MJX Asset Management LLC. "**MJX**" is a registered service mark of MJX Asset Management LLC.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EFFECTIVE FROM THE DATE OF COMMENCEMENT OF DISCUSSIONS, RECIPIENTS, AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF THE RECIPIENTS, MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. TAX TREATMENT AND TAX STRUCTURE OF THE OFFERING AND ALL MATERIALS OF ANY KIND, INCLUDING OPINIONS OR OTHER TAX ANALYSES, THAT ARE PROVIDED TO THE RECIPIENTS RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. THIS AUTHORIZATION TO DISCLOSE THE U.S. TAX TREATMENT AND TAX STRUCTURE DOES NOT PERMIT DISCLOSURE OF INFORMATION IDENTIFYING A CO-ISSUER, THE INITIAL PURCHASER, THE COLLATERAL MANAGER OR ANY OTHER PARTY TO THE TRANSACTION, THIS OFFERING OR THE PRICING (EXCEPT TO THE EXTENT SUCH INFORMATION IS RELEVANT TO U.S. TAX STRUCTURE OR TAX TREATMENT) OF THIS OFFERING.

Neither of the Co-Issuers nor the pool of Assets has been registered under the Investment Company Act. Each purchaser of a Certificated Note will represent and agree, and each purchaser of an interest in a Global Note will be deemed to have represented and agreed, that the purchaser is acquiring the Note for its own account or for one or more accounts as to each of which the purchaser exercises sole investment discretion and in a Minimum Denomination, in each case, for the purchaser and each such account. Each U.S. Person purchasing a Certificated Note and each such account will represent and agree, and each Person purchasing an interest in a Rule 144A Global Note and each such account will be deemed to have represented and agreed, that it is a Qualified Purchaser as defined in and for purposes of the Investment Company Act or an entity owned exclusively by Qualified Purchasers. See "*Transfer Restrictions*."

EU AND UK SECURITISATION REGULATIONS

In connection with the Offering, the Collateral Manager, a Delaware limited liability company, will act as the Retention Holder for the purposes of the EU Securitisation Regulation and the UK Securitisation Regulation. The Retention Holder, on an ongoing basis and for as long as any Notes are outstanding, will subscribe for and hold a material net economic interest in the Notes comprised of not less than 5.0% of the Aggregate Outstanding Amount of each Risk Retention Tranche of the Notes in accordance with paragraph (a) of Article 6(3) of each of the EU Securitisation Regulation and the UK Securitisation Regulation (as in effect on the Closing Date) (such portion of the Notes is referred to herein as the "**Retention Notes**"), as further described in "*The Retention Holder and the Securitisation Regulations*".[1]

"**Retention Holder**" means MJX Venture Management II LLC in its capacity as retention holder in accordance with the Risk Retention Letter and any successor, assign or transferee to the extent permitted under the Risk Retention Letter and the Securitisation Rules.

The Retention Notes to be issued on the Closing Date will be purchased by the Collateral Manager in its capacity as Retention Holder on the Closing Date and, pursuant to the Risk Retention Letter, the Collateral Manager will undertake to retain the Retention Notes in its capacity as Retention Holder (subject to the rights granted to the creditors under the Retention Financing) in accordance with the Securitisation Regulations. See "*The Retention Holder and the Securitisation Regulations*" and "*Risk Factors—Relating to Regulatory and Other Legal Considerations—EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes*". The Retention Holder intends to

[1] With regard to the Class A-1 Notes, the Retention Holder will retain only Class A-1F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-1 Notes as a whole; with regard to the Class A-2 Notes, the Retention Holder will retain only Class A-2F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-2 Notes as a whole; and, with regard to the Class B Notes, the Retention Holder will retain only Class BF Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class B Notes as a whole.

obtain financing for the acquisition of the Retention Notes from one or more third party creditors. The Retention Holder's ability to hold the Retention Notes may be limited by certain rights granted to the creditors under the Retention Financing, including a security interest in the Retention Notes, as further described under "*The Retention Financing*" below.

No party is required under the Indenture to provide the information set out in the disclosure templates specified under the Securitisation Rules, nor is it required under the Indenture to provide any other information that may be required pursuant to Article 7 of the EU Securitisation Regulation or the UK Securitisation Regulation. However, the Issuer will provide information about the Collateral Obligations in each Monthly Report, but there can be no assurance that the information in the Monthly Reports will satisfy such requirements.

The obligations of the Retention Holder in the Risk Retention Letter set forth the only obligations of any party to the transactions described in this Offering Circular with respect to the Securitisation Rules. No party to the transactions described in this Offering Circular is required or will be required to take or refrain from taking any other actions for the purpose of facilitating or enabling the compliance by any investor with the Due Diligence Requirements.

Prospective investors are responsible for analyzing their own regulatory position and should consult with their own investment and legal advisors regarding the application of the EU Securitisation Regulation, the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

Each prospective investor in the Notes that is an Affected Investor is required to independently assess and determine whether the undertaking by the Retention Holder to retain the Retention Notes as described above and in this Offering Circular generally, the other information in this Offering Circular and the information to be provided in any reports provided to investors in relation to this transaction and otherwise is sufficient to comply with the Due Diligence Requirements or any corresponding national measures which may be relevant. None of the Issuer, the Co-Issuer, the Retention Holder, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes, the Retention Holder (including its holding of the Retention Notes) and the transactions described herein are compliant with the Securitisation Rules or any other applicable legal or regulatory or other requirements and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transaction or structure contemplated hereby to comply with or otherwise satisfy such requirements, any subsequent change in law, rule or regulation or any other applicable legal, regulatory or other requirements or any failure by any investor that is an Affected Investor to satisfy the Due Diligence Requirements.

For further detail, see "*Risk Factors—Relating to Regulatory and Other Legal Considerations—EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes*".

U.S. CREDIT RISK RETENTION

The Collateral Manager has informed the Issuer that it believes that the U.S. Risk Retention Rules (as defined herein) do not apply to the Collateral Manager with respect to this transaction and the Collateral Manager is therefore not required under such rules to, and will not commit for purposes of such rules to, retain any of the Notes under, or otherwise undertake any action to comply with, such rules. For further details, see "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Collateral Manager has informed the Issuer that it believes that the U.S. Risk Retention Rules do not apply to it with respect to this transaction.*"

THE RETENTION FINANCING

The Collateral Manager, in its capacity as Retention Holder, intends to enter into a financing arrangement in the form of an issuance and sale of notes to certain note purchasers in order to borrow a material portion of the funds that it will use to acquire the Retention Notes (the "**Retention Financing**"). In order to secure its obligations under the Retention Financing, the Retention Holder will grant to a trustee (the "**Retention Financing Trustee**") acting for the benefit of the holders of such notes (the "**Retention Financing Providers**") a security interest in all of the Retention

Notes. In addition, pursuant to the terms of an instruction letter to be dated as of the Closing Date (as amended from time to time, the "**Instruction Letter**") among the Collateral Manager, the Retention Financing Trustee, and the Trustee described herein (the "**CLO Trustee**"), the Collateral Manager will direct the CLO Trustee to send to an account maintained by the Retention Financing Trustee on each Payment Date commencing with the October 2022 Payment Date a portion of its Senior Collateral Management Fees in an amount not less than 0.05% per annum (calculated on the basis of a 360-day year and the actual number of days elapsed during the applicable Interest Accrual Period) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date (the "**Supplemental Management Fee**"). The Senior Collateral Management Fees that are directed to be sent to the Retention Financing Trustee pursuant to the Instruction Letter will also be pledged to the Retention Financing Trustee for the benefit of the Retention Financing Providers.

If the Retention Holder were to default in the performance of its obligations under the Retention Financing, the Retention Financing Trustee would have the right under certain circumstances to enforce the security interest in the Retention Notes granted to it by the Retention Holder and to exercise other creditor's remedies, including effecting the sale of some or all of the Retention Notes and applying the proceeds thereof in satisfaction of the Retention Holder's obligations under the Retention Financing. Prospective investors should be aware that, as a result of the Retention Financing and security interest and certain other creditor rights therein, no assurance is, or can be, given that the Retention Holder will be able to continue to hold the Retention Notes in accordance with the Securitisation Rules and, therefore, that the "sponsor" of the transaction and/or the transaction described herein will at any time comply with any Securitisation Rules or the Risk Retention Letter. Such non-compliance could have an adverse effect upon the value and/or liquidity of the Notes and/or the ability of any investor in the Notes that is subject to the Due Diligence Requirements or any other applicable legal or regulatory requirements to comply with such requirements. See "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*".

This final offering circular dated July 21, 2022 (this "**Offering Circular**") has been prepared by the Co-Issuers solely for use in connection with the offering (the "**Offering**") of the Notes described herein. This Offering Circular is being provided only to prospective purchasers of the Notes. You should read this Offering Circular and the transaction documents before making a decision whether to purchase any Notes. Except as otherwise authorized above, you must not:

- use this Offering Circular for any other purpose;
- make copies of any part of this Offering Circular or give a copy of this Offering Circular or any portion thereof to any other person; or
- disclose any information in this Offering Circular to any other person.

The information contained in this Offering Circular has been provided by the Co-Issuers and other sources identified herein. The Co-Issuers accept full responsibility for the accuracy of the information contained in this Offering Circular other than the Collateral Manager Information. The "**Collateral Manager Information**" consists of the information contained under the headings "*EU and UK Securitisation Regulations*", "*The Retention Financing*", "*Risk Factors—Relating to the Collateral Manager*", "*Risk Factors—Relating to the Issuer and Its Service Providers—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*", "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*", "*The Collateral Manager*", "*The Service Provider*" and "*The Retention Holder and the Securitisation Regulations*". The Collateral Manager accepts responsibility only for the Collateral Manager Information. Without limiting the foregoing, the Collateral Manager does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information included in this Offering Circular (except as stated herein with respect to the Collateral Manager Information) or any other information, written or oral, or any document made available in connection with the offering of the Notes. To the best of the knowledge and belief of the Co-Issuers (having made reasonable inquiry), there are no facts the omission of which would make any statement within this Offering Circular (other than the Collateral Manager Information) misleading. To the best of the knowledge and belief of the Collateral Manager (having taken

reasonable care to ensure that such is the case), the Collateral Manager Information is in accordance with the facts and does not make any omissions likely to affect the import of such information.

This Offering Circular includes information given in compliance with the listing rules of the Cayman Islands Stock Exchange. The Cayman Islands Stock Exchange takes no responsibility for the contents of this Offering Circular, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss arising from or in reliance upon any part of this Offering Circular.

The Initial Purchaser will not have any liability for any information included in this Offering Circular or otherwise made available in connection with the offering of the Notes, except for any liabilities expressly assumed by the Initial Purchaser in the purchase agreement for the Notes. Without limiting the foregoing, the Initial Purchaser makes no representation or warranty, express or implied, as to the accuracy or completeness of any information included in this Offering Circular or any other information, written or oral, or any document made available in connection with the offering of the Notes.

You are responsible for making your own examination of the Co-Issuers and the Collateral Manager and your own assessment of the merits and risks of investing in the Notes. By purchasing any Notes, you will be deemed to have acknowledged that:

- you have reviewed this Offering Circular;
- you have had an opportunity to request any additional information that you need from the Issuer and the Collateral Manager; and
- none of Jefferies, the Collateral Manager or the Service Provider is responsible for, or is making any representation to you concerning, (i) the future performance of the Issuer or (ii) the accuracy or completeness of this Offering Circular (except, in the case of the Collateral Manager, with respect to the Collateral Manager Information).

None of the Co-Issuers, the Initial Purchaser, the Collateral Manager, the Service Provider or any other party to the transactions contemplated by this Offering Circular is providing you with any legal, business, tax or other advice in this Offering Circular. You should consult with your own advisors as needed to assist you in making an investment decision and to advise you as to whether you are legally permitted to purchase the Notes.

The Notes are being offered in reliance on exemptions from the registration requirements of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any state securities commission or other regulatory authority, and none of the foregoing authorities has confirmed the accuracy or determined the adequacy of this Offering Circular. Any representation to the contrary is a criminal offense.

You must comply with all laws that apply to you in any place where you buy, offer or sell any Notes or possess this Offering Circular. You must also obtain any consents or approvals that you need in order to purchase any Notes. None of the Co-Issuers, the Initial Purchaser, the Collateral Manager or any other party to the transactions contemplated by this Offering Circular is responsible for your compliance with these legal requirements.

You are hereby notified that a seller of the Notes may rely on an exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A or by Section 4(a)(2) of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering.

No invitation, whether directly or indirectly, may be made to the public in Jersey to subscribe for the Notes.

The Jersey Financial Services Commission (the "**JFSC**") has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 to the issue of the Notes. The JFSC is protected by the Control of Borrowing (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that Law. This Offering Circular is not a prospectus for the purposes of the Companies (Jersey) Law 1991, as amended (the "**Jersey Companies Law**"). The Issuer and the Co-Issuer have not authorized, nor do any of them authorize, the making of any offer of Notes by the circulation of a prospectus as defined in the Jersey Companies Law.

THE INVESTMENTS DESCRIBED IN THIS DOCUMENT DO NOT CONSTITUTE A COLLECTIVE INVESTMENT FUND FOR THE PURPOSE OF THE COLLECTIVE INVESTMENT FUNDS (JERSEY) LAW 1988, AS AMENDED, ON THE BASIS THAT THEY ARE INVESTMENT PRODUCTS DESIGNED FOR FINANCIALLY SOPHISTICATED INVESTORS WITH SPECIALIST KNOWLEDGE OF, AND EXPERIENCE OF INVESTING IN, SUCH INVESTMENTS, WHO ARE CAPABLE OF FULLY EVALUATING THE RISKS INVOLVED IN MAKING SUCH INVESTMENTS AND WHO HAVE AN ASSET BASE SUFFICIENTLY SUBSTANTIAL AS TO ENABLE THEM TO SUSTAIN ANY LOSS THAT THEY MIGHT SUFFER AS A RESULT OF MAKING SUCH INVESTMENTS. THESE INVESTMENTS ARE NOT REGARDED BY THE JERSEY FINANCIAL SERVICES COMMISSION AS SUITABLE INVESTMENTS FOR ANY OTHER TYPE OF INVESTOR.

ANY INDIVIDUAL INTENDING TO INVEST IN ANY INVESTMENT DESCRIBED IN THIS DOCUMENT SHOULD CONSULT THEIR PROFESSIONAL ADVISER AND ENSURE THAT THEY FULLY UNDERSTAND ALL THE RISKS ASSOCIATED WITH MAKING SUCH AN INVESTMENT AND HAVE SUFFICIENT FINANCIAL RESOURCES TO SUSTAIN ANY LOSS THAT ARISES FROM IT.

THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, (I) ANY SECURITIES OTHER THAN THE NOTES OR (II) ANY NOTES IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THE DISTRIBUTION OF THIS OFFERING CIRCULAR AND THE OFFER OR SALE OF THE NOTES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS OFFERING CIRCULAR OR ANY OF THE NOTES COME ARE REQUIRED BY THE CO-ISSUERS AND THE INITIAL PURCHASER TO INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS.

EACH PROSPECTIVE PURCHASER OF ANY OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH NOTES OR POSSESSES OR DISTRIBUTES THIS OFFERING CIRCULAR AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED BY IT FOR THE PURCHASE, OFFER OR SALE BY IT OF THE NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE CO-ISSUERS, THE INITIAL PURCHASER, THE COLLATERAL MANAGER OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY RESPONSIBILITY THEREFOR.

NOTICE TO FLORIDA RESIDENTS

THE NOTES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 517.061 OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT AND HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ALL FLORIDA RESIDENTS WHO ARE NOT INSTITUTIONAL INVESTORS DESCRIBED IN SECTION 517.061(7) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT HAVE THE RIGHT TO VOID THEIR PURCHASE OF THE NOTES, WITHOUT PENALTY, WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION.

NOTICE TO GEORGIA RESIDENTS

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE NOTES MUST NOT BE OFFERED OR SOLD AND THIS OFFERING CIRCULAR AND ANY OTHER DOCUMENT IN CONNECTION WITH THE OFFERING AND ISSUANCE OF THE NOTES MUST NOT BE COMMUNICATED OR CAUSED TO BE COMMUNICATED IN THE UNITED KINGDOM EXCEPT TO PERSONS WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS UNDER ARTICLE 19 (INVESTMENT PROFESSIONALS) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, (AS AMENDED) (THE "ORDER") OR ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A)-(D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER OR WHO OTHERWISE FALL WITHIN AN EXEMPTION SET FORTH IN SUCH ORDER SUCH THAT SECTION 21(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) ("FSMA") DOES NOT APPLY TO THE CO-ISSUERS OR ARE PERSONS TO WHOM THIS OFFERING CIRCULAR OR ANY OTHER SUCH DOCUMENT MAY OTHERWISE LAWFULLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS OFFERING CIRCULAR RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

NEITHER THIS OFFERING CIRCULAR NOR THE NOTES ARE OR WILL BE AVAILABLE TO PERSONS WHO ARE NOT RELEVANT PERSONS AND THIS OFFERING CIRCULAR MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. THE COMMUNICATION OF THIS OFFERING CIRCULAR TO ANY PERSON IN THE UNITED KINGDOM WHO IS NOT A RELEVANT PERSON IS UNAUTHORIZED AND MAY CONTRAVENE THE FSMA.

THE INITIAL PURCHASER HAS REPRESENTED AND AGREED THAT: (A) IT HAS ONLY COMMUNICATED OR CAUSED TO BE COMMUNICATED AND WILL ONLY COMMUNICATE OR CAUSE TO BE COMMUNICATED AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FSMA) RECEIVED BY IT IN CONNECTION WITH THE ISSUE OR SALE OF THE NOTES IN CIRCUMSTANCES IN WHICH SECTION 21(1) OF THE FSMA DOES NOT APPLY TO THE CO-ISSUERS; AND (B) IT HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FSMA WITH RESPECT TO ANYTHING DONE BY IT IN RELATION TO THE NOTES IN, FROM OR OTHERWISE INVOLVING THE UNITED KINGDOM.

SOLELY FOR THE PURPOSES OF EACH MANUFACTURER'S (THE "MANUFACTURERS") PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE NOTES IS ONLY ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK ("COBS"), AND PROFESSIONAL CLIENTS, AS DEFINED IN REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018, AS AMENDED (THE "EUWA") ("UK MIFIR"); AND (II) ALL CHANNELS FOR DISTRIBUTION FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A "DISTRIBUTOR") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE "UK MIFIR PRODUCT

GOVERNANCE RULES") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO, AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO, ANY RETAIL INVESTOR IN THE UNITED KINGDOM ("UK"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565, AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FSMA AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014, AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA, AND AS AMENDED; OR (III) NOT A QUALIFIED INVESTOR ("UK QUALIFIED INVESTOR") AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129, AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "UK PROSPECTUS REGULATION"). CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014, AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA, AND AS AMENDED (THE "UK PRIIPS REGULATION") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE OFFERED CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

NOTICE TO RESIDENTS OF AUSTRALIA

NO PROSPECTUS OR OTHER DISCLOSURE DOCUMENT (AS DEFINED IN THE CORPORATIONS ACT 2001 OF AUSTRALIA) IN RELATION TO THE NOTES HAVE BEEN LODGED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION ("ASIC"). THE INITIAL PURCHASER WILL REPRESENT AND AGREE THAT IT:

(A) HAS NOT OFFERED OR INVITED APPLICATIONS, AND WILL NOT OFFER OR INVITE APPLICATIONS, FOR THE ISSUE, SALE OR PURCHASE OF THE NOTES IN AUSTRALIA (INCLUDING AN OFFER OR INVITATION WHICH IS RECEIVED BY A PERSON IN AUSTRALIA); AND

(B) HAS NOT DISTRIBUTED OR PUBLISHED, AND WILL NOT DISTRIBUTE OR PUBLISH, ANY DRAFT, PRELIMINARY OR DEFINITIVE OFFERING MEMORANDUM, ADVERTISEMENT OR OTHER OFFERING MATERIAL RELATING TO THE NOTES IN AUSTRALIA;

UNLESS (1) THE AGGREGATE CONSIDERATION PAYABLE BY EACH OFFEREE OR INVITEE IS AT LEAST AUD500,000 (OR ITS EQUIVALENT IN OTHER CURRENCIES, BUT DISREGARDING MONIES LENT BY THE OFFEROR OR ITS ASSOCIATES) OR THE OFFER OR INVITATION OTHERWISE DOES NOT REQUIRE DISCLOSURE TO INVESTORS IN ACCORDANCE WITH PART 6D.2 OF THE CORPORATIONS ACT, (2) SUCH ACTION COMPLIES WITH ALL APPLICABLE LAWS, REGULATIONS AND DIRECTIVES, AND (3) DOES NOT REQUIRE ANY DOCUMENT TO BE LODGED WITH ASIC.

NOTICE TO RESIDENTS OF FINLAND

THE NOTES MAY NOT BE OFFERED OR SOLD, AND THIS OFFERING CIRCULAR MAY NOT BE DISTRIBUTED, DIRECTLY OR INDIRECTLY, TO ANY RESIDENT OF THE REPUBLIC OF FINLAND OR IN THE REPUBLIC OF FINLAND, EXCEPT PURSUANT TO APPLICABLE FINNISH LAWS AND REGULATIONS. SPECIFICALLY, THE NOTES MAY ONLY BE ACQUIRED FOR DENOMINATIONS OF

NOT LESS THAN EURO 50,000, AND THE NOTES MAY NOT BE OFFERED OR SOLD, AND THIS OFFERING CIRCULAR MAY NOT BE DISTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN THE REPUBLIC OF FINLAND AS DEFINED UNDER THE FINNISH SECURITIES MARKET ACT OF 1989.

NOTICE TO RESIDENTS OF TAIWAN AND THE PEOPLE'S REPUBLIC OF CHINA

THE OFFER OF THE NOTES HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE SECURITIES AND FUTURES COMMISSION OF TAIWAN OR WITH THE RELEVANT REGULATORY AUTHORITIES IN THE PEOPLE'S REPUBLIC OF CHINA PURSUANT TO RELEVANT SECURITIES LAWS AND REGULATIONS AND MAY NOT BE OFFERED OR SOLD WITHIN TAIWAN OR THE PEOPLE'S REPUBLIC OF CHINA THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE LAW OF TAIWAN OR WITHIN THE MEANING OF RELEVANT SECURITIES LAWS AND REGULATIONS IN THE PEOPLE'S REPUBLIC OF CHINA THAT REQUIRE A REGISTRATION OR APPROVAL OF THE SECURITIES AND FUTURES COMMISSION OF TAIWAN OR THE RELEVANT SECURITIES REGULATORY AUTHORITIES IN THE PEOPLE'S REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA ("EEA"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF THE MARKETS IN FINANCIAL INSTRUMENTS DIRECTIVE (DIRECTIVE 2014/65/EU) (AS AMENDED, "MIFID II"); (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, THE "INSURANCE DISTRIBUTION DIRECTIVE"), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 (AS AMENDED, THE "EU PROSPECTUS REGULATION"). CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE "EU PRIIPS REGULATION") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE EU PRIIPS REGULATION.

SOLELY FOR THE PURPOSES OF EACH MANUFACTURER'S (THE "MANUFACTURERS") PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE NOTES IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A "DISTRIBUTOR") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

NOTICE TO RESIDENTS OF JAPAN

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948), AS AMENDED, (THE

"FINANCIAL INSTRUMENTS AND EXCHANGE LAW") AND MAY NOT BE OFFERED OR SOLD IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN (WHICH TERM AS USED IN THIS SENTENCE MEANS ANY PERSON RESIDENT OF JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANIZED UNDER THE LAWS OF JAPAN) OR TO OTHERS FOR REOFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY RESIDENT OF JAPAN, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW AND ANY OTHER APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL GUIDELINES OF JAPAN.

STABILIZATION

In connection with the issuance of the Notes, the Initial Purchaser (in such capacity, the "**Stabilizing Manager**") (or persons acting on behalf of the Stabilizing Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Closing Date and 60 days after the date of the allotment of the Notes. Any stabilization action or over-allotment will be conducted by the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements, which can be identified by words like "anticipate," "believe," "plan," "hope," "goal," "initiative," "expect," "future," "intend," "will," "could," and "should" and by similar expressions. Other information herein, including any estimated, targeted or assumed information, also may constitute or contain forward-looking statements. You should not place undue reliance on forward-looking statements. Actual results could differ materially from those referred to in forward-looking statements for many reasons, including the risks described in "*Risk Factors*." Forward-looking statements are necessarily speculative in nature, and some of or all the assumptions underlying any forward-looking statements may not materialize or may vary significantly from actual results. Variations between assumptions and results may be material.

Without limiting the generality of the foregoing, you should not regard the inclusion of forward-looking statements in this Offering Circular as a representation by the Co-Issuers, the Collateral Manager, the Initial Purchaser, the Trustee, the Collateral Administrator or any of their respective affiliates or any other person of the results that will actually be achieved by the Issuer or the Notes. None of the foregoing persons has any obligation to update or otherwise revise any forward-looking statements, including any revisions to reflect changes in any circumstances arising after the date of this Offering Circular relating to any assumptions or otherwise.

CERTAIN DEFINITIONS AND RELATED MATTERS

Unless otherwise indicated, (i) references in this Offering Circular to "**U.S. Dollars**," "**Dollars**," "**$**" and "**U.S.$**" will be to United States dollars; (ii) references to the term "**holder**" or "**Holder**" will mean the person in whose name a security is registered; except where the context otherwise requires, holder will include the beneficial owner of such security; and (iii) references to "**U.S.**" and "**United States**" will be to the United States of America, its territories and its possessions.

The language of the Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

SUMMARIES OF DOCUMENTS

This Offering Circular summarizes certain provisions of the Notes, the Indenture, the Collateral Management Agreement and other transaction documents. The summaries do not purport to be complete and (whether or not so stated in this Offering Circular) are subject to, are qualified in their entirety by reference to, and incorporate by reference, the provisions of the actual documents (including definitions of terms). Copies of the above documents are available on request from the Issuer.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act ("**Rule 144A**") in connection with the sale of the Notes, the Co-Issuers (or, in the case of the Issuer Only Notes, the Issuer) will be required to furnish upon request of a Holder of Notes to such Holder and a prospective purchaser designated by such Holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Co-Issuers are not reporting companies under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or are exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. Neither the Issuer nor the Co-Issuer is expected to become a reporting company or to be exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular and related documents referred to herein. An index of defined terms appears at the back of this Offering Circular.

Principal Terms of the Secured Notes and the Subordinated Notes

Designation[1]	Class X Notes	Class A-1N Notes	Class A-1F Notes	Class A-2N Notes	Class A-2F Notes	Class BN Notes	Class BF Notes	Class C Notes	Class D1 Notes	Class D2 Notes	Class E Notes	Subordinated Notes
Type	Senior Secured Floating Rate	Senior Secured Floating Rate	Senior Secured Fixed Rate	Senior Secured Floating Rate	Senior Secured Fixed Rate	Senior Secured Floating Rate	Senior Secured Fixed Rate	Mezzanine Secured Deferrable Floating Rate	Mezzanine Secured Deferrable Floating Rate	Mezzanine Secured Deferrable Floating Rate	Junior Secured Deferrable Floating Rate	Subordinated
Issuer(s)	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Issuer	Issuer
Initial Principal Amount (U.S.$)	$3,000,000	$125,250,000	$59,250,000	$5,000,000	$5,500,000	$16,350,000	$16,650,000	$15,000,000	$15,000,000	$3,000,000	$12,750,000	$21,500,000
Minimum Expected Moody's Initial Rating	"Aaa(sf)"	"Aaa(sf)"	"Aaa(sf)"	"Aaa(sf)"	"Aaa(sf)"	"Aa2(sf)"	"Aa2(sf)"	"A2(sf)"	N/A	N/A	"Ba3(sf)"	N/A
Minimum Expected Fitch Initial Rating	"AAA(sf)"	"AAA(sf)"	"AAA(sf)"	N/A	N/A	N/A	N/A	N/A	"BBB+(sf)"	"BBB-(sf)"	N/A	N/A
Interest Rate[2]	Benchmark + 1.75%	Benchmark + 1.76%	4.929%	Benchmark + 2.15%	5.022%	Benchmark + 3.00%	5.771%	Benchmark + 4.15%	Benchmark + 4.67%	Benchmark + 5.64%	Benchmark + 8.26%	N/A
Index Maturity[2]	3 months	3 months	N/A	3 months	N/A	3 months	N/A	3 months	3 months	3 months	3 months	N/A
Interest Deferrable	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	N/A
Stated Maturity (Payment Date in)	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035	July 2035
Minimum Denomination (U.S.$) (Integral Multiples)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)	$100,000 ($1)
Ranking:												
Priority Class(es)	None	None	None	X, A-1N, A-1F	X, A-1N, A-1F	X, A-1N, A-1F, A-2N, A-2F	X, A-1N, A-1F, A-2N, A-2F	X, A-1N, A-1F, A-2N, A-2F, BN, BF	X, A-1N, A-1F, A-2N, A-2F, BN, BF, C	X, A-1N, A-1F, A-2N, A-2F, BN, BF, C, D1	X, A-1N, A-1F, A-2N, A-2F, BN, BF, C, D1, D2	X, A-1N, A-1F, A-2N, A-2F, BN, BF, C, D1, D2, E
Pari Passu Classes	A-1N, A-1F[3]	X, A-1F[3]	X, A-1N[3]	A-2F	A-2N	BF	BN	None	None	None	None	None

Designation[(1)]	Class X Notes	Class A-1N Notes	Class A-1F Notes	Class A-2N Notes	Class A-2F Notes	Class BN Notes	Class BF Notes	Class C Notes	Class D1 Notes	Class D2 Notes	Class E Notes	Subordinated Notes
Junior Class(es).....	A-2N, A-2F, BN, BF, C, D1, D2, E, Subordinated	A-2N, A-2F, BN, BF, C, D1, D2, E, Subordinated	A-2N, A-2F, BN, BF, C, D1, D2, E, Subordinated	BN, BF, C, D1, D2, E, Subordinated	BN, BF, C, D1, D2, E, Subordinated	C, D1, D2, E, Subordinated	C, D1, D2, E, Subordinated	D1, D2, E, Subordinated	D2, E, Subordinated	E, Subordinated	Subordinated	None

(1) Each Class of Notes is referred to in this Offering Circular using the respective term set forth in the heading "Designation" in the table above.

(2) The Benchmark for calculating interest on the Floating Rate Notes shall initially be the Term SOFR Rate. The Term SOFR Rate will be calculated by reference to an Index Maturity equal to 3 months, except to the extent set forth in the definition of "Term SOFR Rate" set forth herein. Following a Benchmark Transition Event and its related Benchmark Replacement Date, the Benchmark used to calculate the interest rate on the Floating Rate Notes will be changed from the Term SOFR Rate to a Benchmark Replacement without the consent of any Holder. See "*Description of the Notes—Modification of Indenture—Benchmark Replacement*." The spread over the Benchmark or the fixed interest rate (as applicable) with respect to any of the Class A-2N Notes, the Class A-2F Notes, the Class BN Notes, the Class BF Notes, the Class C Notes, the Class D1 Notes, the Class D2 Notes and/or the Class E Notes may be reduced in connection with a Re-Pricing Amendment of such Class of Notes, subject to the conditions described under "*Description of the Notes—Re-Pricing Amendments.*"

(3) Interest on the Class X Notes, the Class A-1N Notes and the Class A-1F Notes will be *pro rata* and *pari passu*. On any Payment Date following an Enforcement Event, or to the extent of payments in accordance with the Note Payment Sequence, principal of the Class X Notes will be paid pari passu with principal of the Class A-1N Notes and the Class A-1F Notes (collectively the "**Class A-1 Notes**") to the extent set forth in the Priority of Payments. However, as set forth under "*—Priority of Payments—Application of Interest Proceeds*, Interest Proceeds will be applied to pay principal of the Class X Notes prior to any payment of principal of the Class A-1 Notes pursuant to the Priority of Payments. The Class X Notes are expected to amortize linearly over the first 15 Payment Dates starting with the October 2022 Payment Date and to be paid in full on the April 2026 Payment Date.

Issuer:	Venture 46 CLO, Limited, a private company incorporated with limited liability under the laws of Jersey.
Co-Issuer*:*	Venture 46 CLO, LLC, a limited liability company organized under the laws of the State of Delaware.
Collateral Manager*:*	MJX Venture Management II LLC, a limited liability company organized under the laws of the State of Delaware.
Service Provider*:*	MJX Asset Management LLC, a limited liability company organized under the laws of the State of Delaware.
Trustee:	State Street Bank and Trust Company.
Collateral Administrator*:*	Virtus Group, LP.
Initial Purchaser:	Jefferies LLC ("**Jefferies**"), as initial purchaser under the Purchase Agreement (the "**Initial Purchaser**").
Administrator:	Maples Fiduciary Services (Jersey) Limited.
Eligible Purchasers:	The Notes are being offered hereby (i) to non-U.S. Persons in offshore transactions in reliance on Regulation S or (ii) to Persons that are both (A) (x) Qualified Institutional Buyers and (y) solely with respect to the Subordinated Notes, Institutional Accredited Investors, and (B) Qualified Purchasers or entities owned or beneficially owned exclusively by Qualified Purchasers. See "*Description of the Notes—Form, Denomination and Registration of the Notes*" and "*Transfer Restrictions.*"
Payments on the Notes:	
Payment Dates	The 20th day of January, April, July and October of each year (or, if such day is not a Business Day, then the next succeeding Business Day), commencing in October 2022, and each Redemption Date; *provided* that (I) a Redemption Date that does not occur on one of the foregoing quarterly Payment Dates and that is in connection with an Optional Redemption by Refinancing of the Secured Notes in part by Class will not constitute a Payment Date (for the avoidance of doubt, any Redemption Date that is in connection with any other type of Optional Redemption, a Tax Redemption or a Clean-Up Optional Redemption will constitute a Payment Date) and (II) following the redemption or repayment in full of the Secured Notes, Holders of Subordinated Notes may receive payments on any dates designated by the Collateral Manager (which dates may or may not be the dates stated above) with at least eight (8) Business Days' prior written notice to the Trustee and the Collateral Administrator (which notice the Trustee shall promptly forward to the Holders of the Subordinated Notes).
Stated Note Interest	Interest on the Secured Notes is payable quarterly in arrears on each Payment Date in accordance with the Priority of Payments described herein.
Re-Pricing Amendments	The Class A-2N Notes, the Class A-2F Notes, the Class BN Notes, the Class BF Notes, the Class C Notes, the Class D1 Notes, the Class D2 Notes and/or the Class E Notes (collectively, the "**Re-Pricing Eligible Classes**") will be subject to re-pricing on any Business Day

that occurs after the end of the Non-Call Period. The Collateral Manager or a Majority of the Subordinated Notes (and, in each case, without the consent of any other Holders of the Notes), may direct the Co-Issuers and the Trustee in writing (subject to the Indenture) to amend the Indenture (any such amendment is referred to herein as a "**Re-Pricing Amendment**") in order to cause, on an effective date to be proposed in such direction, which may be any Business Day occurring after the Non-Call Period (such date, or such later date as established in accordance with the Indenture, the "**Re-Pricing Date**"), the spread over the Benchmark used to determine the Interest Rate or the fixed Interest Rate (as applicable) with respect to any of the Re-Pricing Eligible Classes specified in such notice (any such Class that will be the subject of a proposed Re-Pricing Amendment, a "**Re-Pricing Affected Class**") to be reduced pursuant to certain procedures described under "*Description of the Notes—Re-Pricing Amendments*"; *provided* that, (x) in the case of a Re-Pricing directed by the Collateral Manager, a Majority of the Subordinated Notes has consented in writing and (y) in the case of a Re-Pricing directed by a Majority of the Subordinated Notes, the Collateral Manager has consented in writing. The Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, upon its receipt of such direction, will cause written notice thereof to be provided to the Holders of the Notes of each of the Re-Pricing Affected Classes (with a copy to the Collateral Manager, the Holders of the Subordinated Notes, each Rating Agency and the Trustee). No Re-Pricing Amendment will be permitted to become effective unless at least 10 Business Days' prior written notice thereof has been provided to the Holders of each of the Re-Pricing Affected Classes. By purchasing any Notes of the Re-Pricing Eligible Classes, the holders of such Notes will be deemed to have irrevocably acknowledged and agreed that the Interest Rate on such Notes may be reduced by a Re-Pricing Amendment and that, if any holder of Notes of a Re-Pricing Affected Class does not affirmatively consent to any such Re-Pricing Amendment by delivery of a Consent and Purchase Request within the time period set forth in, and otherwise in accordance with, the provisions of the Indenture described under "*Description of the Notes—Re-Pricing Amendments*", the Issuer may cause such Notes held by such holder (a "**Transferring Holder**") to be sold and transferred to an eligible third party on the effective date of the Re-Pricing Amendment for a purchase price equal to what the Redemption Price of such Notes would have been if such date were a Redemption Date. Any Holders that do provide such affirmative consent to such Re-Pricing Amendment will have a right to purchase all or any portion of the Notes of the Re-Pricing Affected Class held by the Transferring Holders of such Class in accordance with and subject to the provisions of the Indenture and as more fully described beneath the heading "*Description of the Notes—Re-Pricing Amendments*" herein. For the avoidance of doubt, the Class X Notes and the Class A-1 Notes are not subject to a Re-Pricing.

Due to the terms of the Retention Financing, the Collateral Manager may object to a Re-Pricing that is not a Permitted Re-Pricing. See "*Risk Factors—Relating to the Notes—The Re-Pricing Eligible Classes are subject to Re-Pricing*".

Benchmark Replacement	If the Collateral Manager (on behalf of the Issuer) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any Interest Determination Date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Floating Rate Notes on such Interest Determination Date and all subsequent Interest Determination Dates without the consent of any Holder. For further details, see "*Description of the Notes—Modification of Indenture—Benchmark Replacement*."
Deferral of Interest.....	So long as any more senior Class of Secured Notes is outstanding, to the extent interest is not paid on the Class C Notes, the Class D1 Notes, the Class D2 Notes or the Class E Notes on any Payment Date, such non-payment will not constitute an Event of Default under the Indenture and such amounts will be deferred and added to the principal balance of the applicable Class of Secured Notes and will bear interest at the Interest Rate applicable to such Class of Secured Notes, until the earliest of (i) the Payment Date on which funds are available to pay such Secured Note Deferred Interest in accordance with the Priority of Payments, (ii) the Redemption Date with respect to the applicable Class of Secured Notes and (iii) the Maturity of the applicable Class of Secured Notes. Regardless of whether any more senior Class of Notes is outstanding, to the extent that funds are not available on any Payment Date (other than the Redemption Date with respect to, or Stated Maturity of, the applicable Class of Secured Notes) to pay previously accrued Secured Note Deferred Interest on the applicable Class of Secured Notes, such previously accrued Secured Note Deferred Interest will not be due and payable on such Payment Date and any failure to pay such previously accrued Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture. See "*Description of the Notes—Interest on the Secured Notes*."
Principal.....	No principal will be payable in respect of the Notes during the Reinvestment Period, except in the event of an Optional Redemption, a Clean-Up Optional Redemption, a Tax Redemption, a Special Redemption or a Mandatory Redemption (or, in the case of the Class X Notes, as otherwise set forth in the Priority of Payments). On each Payment Date following the Reinvestment Period, the principal of the Notes will be payable (to the extent of funds available therefor and in the order of priority described herein) in accordance with the Priority of Payments. The Aggregate Outstanding Amount of the Secured Notes, together with the other amounts payable thereon as described herein, will be due and payable at the Stated Maturity.
Distributions on Subordinated Notes.....	The Subordinated Notes will not bear a stated rate of interest but will be entitled to receive distributions on each Payment Date if and to the extent funds are available for such purpose. Such payments will be made on the Subordinated Notes only pursuant to the Priority of Payments. See *"—Priority of Payments*" and "*Description of the Notes—The Subordinated Notes—Distributions on the Subordinated Notes*."

Reinvestment Period: ..... The "**Reinvestment Period**" will be the period from and including the Closing Date to and including the earliest of (i) the Payment Date occurring in July 2027, (ii) any date on which the Maturity of any Class of Secured Notes is accelerated following an Event of Default pursuant to the Indenture and (iii) the occurrence of a Reinvestment Special Redemption; *provided* that (x) upon termination pursuant to clause (ii) above, the Reinvestment Period may be reinstated upon rescission of such acceleration and upon written direction of the Collateral Manager (after consultation with the Majority of the Subordinated Notes) so long as no other events that would terminate the Reinvestment Period have occurred and are continuing and (y) upon termination pursuant to clause (iii) above, the Reinvestment Period may be reinstated upon written direction of the Collateral Manager so long as no other events that would terminate the Reinvestment Period have occurred and are continuing. Any direction reinstating the Reinvestment Period will be delivered by the Collateral Manager to the Co-Issuers, the Rating Agencies, the Collateral Administrator and the Trustee (who shall notify the Holders of such direction).

Optional Redemption:

Non-Call Period ..... During the period from the Closing Date to but excluding the Payment Date in July 2024 (such period, the "**Non-Call Period**"), the Secured Notes and the Subordinated Notes are not subject to Optional Redemption, but are subject to Special Redemption and Tax Redemption. See "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*."

Redemption After Non-Call Period ..... If directed in writing by a Majority of the Subordinated Notes, the Co-Issuers or the Issuer, as applicable, will, on any Redemption Date after the Non-Call Period, redeem the Secured Notes from Sale Proceeds in whole (with respect to all Classes of Secured Notes) but not in part. If directed in writing by a Majority of the Subordinated Notes or by the Collateral Manager (with the consent of a Majority of the Subordinated Notes), the Co-Issuers or the Issuer, as applicable, will, on any Redemption Date after the Non-Call Period, redeem the Secured Notes (i) in whole (with respect to all Classes of Secured Notes) but not in part from Sale Proceeds and/or Refinancing Proceeds or (ii) in part by Class from Refinancing Proceeds and Partial Redemption Proceeds; *provided* that, as contemplated by the Indenture and notwithstanding any of the foregoing, in connection with any redemption in part from Refinancing Proceeds, no Class of Secured Notes will be redeemed unless such Class would be redeemed in full. No such redemption will be effective unless the proceeds from such Refinancing Obligations are applied to repay the aggregate Redemption Prices of the Class or Classes being redeemed. In addition, if the Aggregate Principal Balance of the Collateral Obligations is less than 20% of the Target Initial Par Amount, all of the Notes will be redeemable by the Co-Issuers or the Issuer, as applicable, from Sale Proceeds on any Redemption Date after the Non-Call Period in whole (with respect to all Classes of Notes) but not in part at the written direction of the Collateral Manager.

Upon any redemption in whole of the Secured Notes, the Collateral Manager will (unless sufficient Refinancing Proceeds are available) direct the sale (and the manner thereof) of the Collateral Obligations and any Eligible Investments and other saleable Assets in order to make payments as described under "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*."

The Issuer may redeem the Subordinated Notes, in whole but not in part, on any Redemption Date on or after the Optional Redemption or repayment of the Secured Notes in full, at the direction of a Majority of the Subordinated Notes.

In addition to all of the foregoing, the Collateral Manager together with the Holders of a Majority of the Subordinated Notes may direct and/or consent to an Optional Redemption by Refinancing of all of the Secured Notes which simultaneously amends the Indenture to effect various other changes to the terms thereof, including the extension of the maturity of the Subordinated Notes. For further details, see "*Description of the Notes—The Indenture—Modification of Indenture—Reset Amendments*."

There are certain other restrictions on the ability of the Co-Issuers to effect an Optional Redemption and certain other conditions to effecting a Refinancing (including, in connection with a Refinancing, obtaining the consent of the Collateral Manager). See "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*". In addition, due to the terms of the Retention Financing, the Collateral Manager may withhold its consent to a Refinancing that is not a Permitted Refinancing. See "*Risk Factors—Relating to the Notes—The Notes are subject to Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*".

Additional Issuance ..... At any time during the Reinvestment Period (or, in the case of the issuance of additional Subordinated Notes and/or Junior Mezzanine Notes only, during or after the Reinvestment Period), the Co-Issuers (or the Issuer, as applicable) may issue and sell (I) additional Junior Mezzanine Notes and/or (II) additional Notes of any one or more existing Classes of Notes (other than the Class X Notes) and, in each case, use the net proceeds to purchase additional Collateral Obligations or for other purposes (including a Permitted Use), in each case, to the extent permitted under the Indenture (including, with respect to the issuance of Subordinated Notes and/or Junior Mezzanine Notes after the Reinvestment Period, to apply such proceeds as Principal Proceeds) if the conditions for such additional issuance described under "*Description of the Notes—Modification of Indenture*" and "*Description of the Notes—Additional Issuance*" are met.

The Retention Financing places limits on the ability of the Collateral Manager to consent to an additional issuance. See "*Risk Factors—Relating to the Notes—Additional Issuances of Notes or Permitted Use Funds May Prevent the Failure of Coverage Tests and an Event of Default*".

Tax Redemption.....	The Secured Notes and the Subordinated Notes will be redeemed in whole (with respect to all Classes of Notes) but not in part at the written direction (delivered to the Trustee) of a Majority of the Subordinated Notes following (I) the occurrence and continuation of a Tax Event with respect to payments under one or more Collateral Obligations forming part of the Assets which results in a payment by, or charge or tax burden to, the Issuer that results or will result in the withholding of 5% or more of scheduled distributions for any Collection Period; or (II) the occurrence and continuation of a Tax Event resulting in a tax burden on the Issuer in an aggregate amount in any Collection Period in excess of U.S.$1,000,000.
Redemption Prices.....	The Redemption Price of each Secured Note to be redeemed in an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption will be (a) 100% of the Aggregate Outstanding Amount of such Secured Note *plus* (b) accrued and unpaid interest thereon (including, if applicable, interest on any accrued and unpaid Secured Note Deferred Interest with respect to such Secured Note) to the Redemption Date; *provided* that, in connection with any Optional Redemption, Clean-Up Optional Redemption or Tax Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the Holders of such Class of Secured Notes. The Redemption Price for each Subordinated Note will be its proportional share (based on the Aggregate Outstanding Amount of Subordinated Notes) of the amount of the proceeds of the Collateral Obligations, Eligible Investments and other distributable Assets remaining after giving effect to the Optional Redemption, Clean-Up Optional Redemption or Tax Redemption, as applicable, of the Secured Notes in whole or after all of the Secured Notes have been repaid in full and all expenses of the Co-Issuers have been paid in full and/or a reserve for such expenses (including all Management Fees and all Administrative Expenses (without regard to the Administrative Expense Cap)) has been created.
Special Redemption:	
Redemption during the Reinvestment Period.....	The Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, in accordance with the priorities described in "*—Priority of Payments—Application of Principal Proceeds*" on any Redemption Date occurring during the Reinvestment Period if the Collateral Manager notifies Moody's, Fitch and the Trustee that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would satisfy the criteria for reinvestment described under "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations. Any such notice will be based upon the Collateral Manager having attempted, in accordance with the standard of care set forth in the Collateral Management Agreement,

to identify additional Collateral Obligations as described above. Upon the completion of any such Reinvestment Special Redemption, the Reinvestment Period will terminate. See "*Description of the Notes—Special Redemption*."

Redemption after the Effective Date ..... After the Effective Date, the Co-Issuers or the Issuer, as applicable, in accordance with the priorities described in "*—Priority of Payments—Application of Interest Proceeds*" and in "*—Priority of Payments—Application of Principal Proceeds*," may redeem the Secured Notes in part if the Collateral Manager notifies Moody's, Fitch and the Trustee that a redemption is required in order to provide a Passing Report to Moody's or obtain from Moody's its written confirmation (which may take the form of a press release or other written communication) of its initial rating of the applicable Classes of Secured Notes. See "*Description of the Notes—Special Redemption*."

The Co-Issuers, or the Issuer, as applicable, must satisfy certain other conditions to effect an Effective Date Special Redemption described above. See "*Description of the Notes—Special Redemption*."

Special Redemption Amount..... Subject to the Priority of Payments, the amount payable in connection with a Special Redemption in respect of each Class of Secured Notes subject to such Special Redemption will be equal to the amount in the Collection Account representing (1) in the case of a Reinvestment Special Redemption, Principal Proceeds which the Collateral Manager has determined cannot be practicably reinvested in additional Collateral Obligations or (2) in the case of an Effective Date Special Redemption, all Interest Proceeds (other than those directed by the Collateral Manager (with the consent of a Majority of the Subordinated Notes) to be transferred to the Principal Collection Subaccount for the purchase of additional Collateral Obligations in accordance with clause (P) of "*Priority of Payments—Application of Interest Proceeds*") and all Principal Proceeds available in accordance with the Priority of Payments. In the case of clause (2), such amounts will be used for application in accordance with the Note Payment Sequence in an amount sufficient to provide a Passing Report to Moody's or cause Moody's to provide written confirmation of its initial rating of the Secured Notes rated by it (which may take the form of a press release or other written communication). See "*—Priority of Payments*" and "*Description of the Notes—Special Redemption*."

Priority of Payments:

Application of Interest Proceeds ..... On each Payment Date, unless a declaration of acceleration of the maturity of the Notes has occurred following an Event of Default and such declaration of acceleration has not been rescinded (an "**Enforcement Event**"), Interest Proceeds on deposit in the Collection Account, to the extent received on or before the related Determination Date and that are transferred into the Payment Account as described under "*Security for the Secured Notes—The Collection Account and Payment Account*," will be applied in the following order of priority:

(A) (1) *first*, to the payment of taxes and governmental fees owing by the Issuer or the Co-Issuer, and (2) *second*, to the payment of the accrued and unpaid Administrative Expenses, in the priority stated in the definition thereof, up to the Administrative Expense Cap (except as otherwise expressly provided in connection with any Optional Redemption, Clean-Up Optional Redemption or Tax Redemption in whole of the Secured Notes) and (3) *third*, to the extent that the Administrative Expense Cap has not been exceeded on the applicable Payment Date, if the balance of all Eligible Investments and cash in the Expense Reserve Account on the related Determination Date is less than U.S.$50,000, for deposit to the Expense Reserve Account of an amount equal to such amount as will cause the balance of all Eligible Investments and cash in the Expense Reserve Account immediately after giving effect to such deposit to equal U.S.$50,000, up to the Administrative Expense Cap; *provided* that amounts may be applied pursuant to the foregoing clause (A)(2) to the payment of Petition Expenses at the time that such Petition Expenses are incurred without regard to the Administrative Expense Cap (but subject to (x) the payment of other Administrative Expenses (up to the Administrative Expense Cap) that are payable prior to the Petition Expenses in accordance with the priority set forth in the definition of "Administrative Expenses" and (y) the cumulative cap set forth in the definition of the term Petition Expense Amount) and, if (but only after) an amount of funds equal to the Petition Expense Amount has been applied to the payment of Petition Expenses, additional Petition Expenses will be paid together with other Administrative Expenses in accordance with the priority set forth in the definition thereof and subject to the Administrative Expense Cap;

(B) to the payment of the Senior Collateral Management Fee due and payable to the Collateral Manager;

(C) to the payment (i) first, *pro rata* and *pari passu*, based upon amounts due, of accrued and unpaid interest on the Class X Notes, the Class A-1N Notes and the Class A-1F Notes (in each case, including, without limitation, past due interest, if any), and (ii) second, an amount equal to the sum of (1) the Class X Principal Amortization Amount for such Payment Date plus (2) any Unpaid Class X Principal Amortization Amount as of such Payment Date;

(D) to the payment, *pro rata* and *pari passu*, based upon amounts due, of accrued and unpaid interest on the Class A-2N Notes and the Class A-2F Notes (in each case, including, without limitation, past due interest, if any);

(E) to the payment, *pro rata* and *pari passu*, based upon amounts due, of accrued and unpaid interest on the Class BN Notes and the Class BF Notes (in each case, including, without limitation, past due interest, if any);

(F) if either of the Class A/B Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first

Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause all Class A/B Coverage Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (F);

(G) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class C Notes;

(H) to the payment of any Secured Note Deferred Interest on the Class C Notes;

(I) if either of the Class C Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause all Class C Coverage Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (I);

(J) (1) first, to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class D1 Notes, and (2) second, to the payment of any Secured Note Deferred Interest on the Class D1 Notes;

(K) (1) first, to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class D2 Notes, and (2) second, to the payment of any Secured Note Deferred Interest on the Class D2 Notes;

(L) if either of the Class D Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause all Class D Coverage Tests that are applicable on such Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (L);

(M) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest but including interest on Secured Note Deferred Interest) on the Class E Notes;

(N) to the payment of any Secured Note Deferred Interest on the Class E Notes;

(O) if either of the Class E Coverage Tests (except, in the case of the Interest Coverage Test, if such Payment Date is the first Payment Date after the Closing Date) is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause all Class E Coverage Tests that are applicable on such

Payment Date to be satisfied on a *pro forma* basis after giving effect to all payments pursuant to this clause (O);

(P) if, with respect to any Payment Date following the Effective Date, Moody's has not yet confirmed its initial rating of the applicable Class(es) of Secured Notes rated by it as described in "*Use of Proceeds—Effective Date*" (unless the Issuer or the Collateral Manager has provided a Passing Report described in "*Use of Proceeds—Effective Date*" to Moody's), amounts available for distribution pursuant to this clause (P) will be used (x) if directed by the Collateral Manager with the consent of a Majority of the Subordinated Notes, to make deposits in the Principal Collection Subaccount as Principal Proceeds to be applied to the purchase of additional Collateral Obligations or (y) if no such direction is given by the Determination Date relating to such Payment Date, for application in accordance with the Note Payment Sequence on such Payment Date, in each case, in an amount sufficient to cause Moody's to provide written confirmation (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes rated by it or the Issuer to provide a Passing Report to Moody's;

(Q) during the Reinvestment Period, if the Interest Diversion Test is not satisfied on the related Determination Date, an amount equal to the Required Interest Diversion Amount to the Collection Account as Principal Proceeds for the purchase of additional Collateral Obligations;

(R) to the payment (in the same manner and order of priority stated therein) of any Administrative Expenses not paid pursuant to clause (A)(2) above due to the limitation contained therein;

(S) to the payment of the accrued and unpaid Subordinated Collateral Management Fee (including any previously deferred Subordinated Collateral Management Fee (together with interest accrued thereon) which the Collateral Manager has elected to be paid on such Payment Date);

(T) (i) *first*, to the payment to each Contributor of a Contribution, *pro rata* based on the aggregate amount of Contribution Repayment Amounts owing on such Payment Date, the aggregate amount of such Contribution Repayment Amounts owing to each such Contributor until all such amounts have been paid in full and (ii) *second*, to the holders of the Subordinated Notes until the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12%; and

(U) any remaining Interest Proceeds to be paid (x) 20% to the Collateral Manager as part of the Incentive Collateral Management Fee payable on such Payment Date; and (y) 80% to the holders of the Subordinated Notes.

Application of Principal Proceeds ..... On each Payment Date, unless an Enforcement Event has occurred and is continuing, Principal Proceeds on deposit in the Collection

Account that are received on or before the related Determination Date and that are transferred to the Payment Account as described under "*Security for the Secured Notes—The Collection Account and Payment Account*" (which will not include (i) amounts required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are deposited in the Revolver Funding Account or (ii) during the Reinvestment Period (and, solely with respect to Eligible Post-Reinvestment Proceeds, after the Reinvestment Period), Principal Proceeds and Interest Proceeds transferred to the Collection Account as Principal Proceeds pursuant to clause (Q) of "*—Application of Interest Proceeds*", in each case, to be reinvested in Assets in compliance with the timing requirements described under "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria—Investment Criteria*") will be applied in the following order of priority:

(A) to pay the amounts referred to in clauses (A) through (E) of "*—Application of Interest Proceeds*" (and in the same manner and order of priority stated therein), but only to the extent that such amounts are not paid in full thereunder;

(B) to pay the amounts referred to in clause (F) of "*—Application of Interest Proceeds*" but only to the extent not paid in full thereunder and to the extent necessary to cause each Class A/B Coverage Test that is applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (B);

(C) to pay the amounts referred to in clause (I) of "*—Application of Interest Proceeds*" but only to the extent not paid in full thereunder and to the extent necessary to cause each Class C Coverage Test that is applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (C);

(D) to pay the amounts referred to in clause (L) of "*—Application of Interest Proceeds*" but only to the extent not paid in full thereunder and to the extent necessary to cause each Class D Coverage Test that is applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (D);

(E) to pay the amounts referred to in clause (O) of "—Application of Interest Proceeds" but only to the extent not paid in full thereunder and to the extent necessary to cause each Class E Coverage Test that is applicable on such Payment Date to be met as of the related Determination Date on a *pro forma* basis after giving effect to any payments made through this clause (E);

(F) if the Class C Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class C Notes will

be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (G) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(G) if the Class C Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class C Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (H) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(H) (1) first, if the Class D1 Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class D1 Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (J)(1) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis; and (2) second, if the Class D1 Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class D1 Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (J)(2) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(I) (1) first, if the Class D2 Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class D2 Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (K)(1) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis; and (2) second, if the Class D2 Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class D2 Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to

pay the amounts referred to in clause (K)(2) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(J) if the Class E Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class E Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (M) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(K) if the Class E Notes are or would become the Controlling Class on such Payment Date or if all principal of and interest on all Priority Classes with respect to the Class E Notes will be paid in full on such Payment Date (determined after application of the Priority of Payments on a *pro forma* basis as of the related Determination Date), to pay the amounts referred to in clause (N) of "*—Application of Interest Proceeds*" to the extent not paid in full thereunder, only to the extent that such payment would not cause a Coverage Test failure on a *pro forma* basis;

(L) with respect to any Payment Date following the Effective Date, if after the application of Interest Proceeds pursuant to clause (P) of "*—Application of Interest Proceeds*", Moody's has not yet confirmed its initial rating of the Secured Notes rated by it as described in "*Use of Proceeds—Effective Date*" (unless, in each case, the Issuer or the Collateral Manager has provided a Passing Report described in "*Use of Proceeds—Effective Date*" to Moody's), amounts available for distribution pursuant to this clause (L) shall be used for application in accordance with the Note Payment Sequence on such Payment Date in an amount sufficient to cause Moody's to provide written confirmation (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes rated by it or the Issuer to provide a Passing Report to Moody's;

(M) (1) if such Payment Date is a Redemption Date (other than with respect to a Special Redemption), to make payments in accordance with the Note Payment Sequence, and (2) on any Payment Date during the Reinvestment Period that is a Special Redemption Date in connection with a Reinvestment Special Redemption, to make payments in the amount, if any, of the Principal Proceeds that the Collateral Manager has determined cannot be practicably reinvested in additional Collateral Obligations, in accordance with the Note Payment Sequence;

(N) (1) during the Reinvestment Period, to the Collection Account as Principal Proceeds to invest in Eligible Investments (pending the purchase of additional Collateral

Obligations) and/or to the purchase of additional Collateral Obligations in accordance with the Investment Criteria and (2) after the Reinvestment Period, (x) in the case of Eligible Post-Reinvestment Proceeds, in the sole discretion of the Collateral Manager, to the Collection Account as Principal Proceeds to invest in Eligible Investments (pending the purchase of additional Collateral Obligations) and/or to the purchase of additional Collateral Obligations; and (y) in the case of Principal Proceeds other than Eligible Post-Reinvestment Proceeds and Eligible Post-Reinvestment Proceeds not elected to be reinvested pursuant to the foregoing clause (x), to make payments in accordance with the Note Payment Sequence;

(O) to pay the amounts referred to in clauses (A) and (R) of *"—Application of Interest Proceeds*" only to the extent not already paid (in the same manner and order of priority stated therein);

(P) to pay the amounts referred to in clause (S) of "*—Application of Interest Proceeds*" only to the extent not already paid;

(Q) (i) *first*, to the payment to each Contributor of a Contribution, *pro rata* based on the aggregate amount of Contribution Repayment Amounts owing on such Payment Date, the aggregate amount of such Contribution Repayment Amounts owing to each such Contributor until all such amounts have been paid in full and (ii) *second*, to the holders of the Subordinated Notes until the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12%; and

(R) any remaining proceeds to be paid (x) 20% to the Collateral Manager as part of the Incentive Collateral Management Fee payable on such Payment Date; and (y) 80% to the holders of the Subordinated Notes.

Special Priority of Payments ..... Upon the occurrence and during the continuation of an Enforcement Event, Interest Proceeds and Principal Proceeds will be applied in accordance with the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*" (such Special Priority of Payments, together with the priorities of payment described above, collectively, the "**Priority of Payments**").

Note Payment Sequence ..... The "**Note Payment Sequence**" will be the application, in accordance with the Priority of Payments described above, of Interest Proceeds or Principal Proceeds, as applicable, in the following order:

(i) to the payment, *pro rata* and *pari passu*, of principal of the Class X Notes, the Class A-1N Notes and the Class A-1F Notes (based upon their respective aggregate outstanding amounts) until such Notes have been paid in full;

(ii) to the payment, *pro rata* and *pari passu*, of principal of the Class A-2N Notes and the Class A-2F Notes (based upon

their respective aggregate outstanding amounts) until such Notes have been paid in full;

(iii) to the payment, *pro rata* and *pari passu*, of principal of the Class BN Notes and the Class BF Notes (based upon their respective aggregate outstanding amounts) until such Notes have been paid in full;

(iv) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class C Notes until such amount has been paid in full;

(v) to the payment of principal of the Class C Notes until the Class C Notes have been paid in full;

(vi) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class D1 Notes until such amount has been paid in full;

(vii) to the payment of principal of the Class D1 Notes until the Class D1 Notes have been paid in full;

(viii) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class D2 Notes until such amount has been paid in full;

(ix) to the payment of principal of the Class D2 Notes until the Class D2 Notes have been paid in full;

(x) to the payment of accrued and unpaid interest (including any defaulted interest) on, and any Secured Note Deferred Interest in respect of, the Class E Notes until such amount has been paid in full; and

(xi) to the payment of principal of the Class E Notes until the Class E Notes have been paid in full.

Management Fees:..... The Collateral Manager will be entitled to receive on each Payment Date (i) a Senior Collateral Management Fee equal to 0.15% *per annum* of the Fee Basis Amount at the beginning of the Collection Period related to such Payment Date, (ii) a Subordinated Collateral Management Fee equal to 0.165% *per annum* of the Fee Basis Amount at the beginning of the Collection Period related to such Payment Date and (iii) an Incentive Collateral Management Fee in an amount equal to 20% of any remaining Interest Proceeds pursuant to clause (U)(x) of the Priority of Payments as described in "*—Priority of Payments—Application of Interest Proceeds*" above, and 20% of any remaining Principal Proceeds pursuant to clause (R)(x) of the Priority of Payments as described in "*—Priority of Payments—Application of Principal Proceeds*," or as otherwise provided in the Special Priority of Payments in each case, calculated as described under "*The Collateral Management Agreement—Compensation of the Collateral Manager*" and subject to the Special Priority of Payments and the limitations described under "*The*

Collateral Management Agreement." The Collateral Manager may, in its sole discretion, but subject to any restrictions in the documentation governing the Retention Financing, elect to irrevocably waive payment of any or all of any Management Fee otherwise due on any Payment Date by notice to the Issuer, the Collateral Administrator and the Trustee no later than the Determination Date immediately preceding such Payment Date (the fees so waived, the "**Redirected Fee Interest**"). An amount equal to or less than the Redirected Fee Interest for any Payment Date may, at the sole discretion of the Collateral Manager, be applied to a Permitted Use in accordance with the definition of such term.

Collateral Management Agreement: ..... Pursuant to the Collateral Management Agreement, and subject to the limitations of the Indenture, the Collateral Manager will manage the selection, acquisition, reinvestment and disposition of the Assets, including exercising rights and remedies associated with the Assets, disposing of the Assets and certain related functions.

Security for the Secured Notes: ..... The Secured Notes will be secured by the Assets, which include the various accounts pledged under the Indenture. In purchasing and selling Collateral Obligations, the Issuer will generally be required to meet certain requirements imposed by the Concentration Limitations described under "*—Concentration Limitations*," the Collateral Quality Test described under "*—Collateral Quality Test*," the Coverage Tests described under "*—Coverage Tests and Interest Diversion Test*" and various other criteria described under "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*." Substantially all of the Collateral Obligations will be rated below investment grade and accordingly will have greater credit and liquidity risk than investment grade corporate obligations. See "*Risk Factors—Relating to the Collateral Obligations—Below Investment Grade Debt Obligations*." The initial portfolio of Collateral Obligations will be purchased through the application of the net proceeds of the sale of the Notes. See "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Collateral Accumulation*". During the Reinvestment Period, pending investment in such Collateral Obligations, a portion of such net proceeds will be invested in Eligible Investments.

Each Collateral Obligation will be required to satisfy the criteria set forth in "*Security for the Secured Notes—Collateral Obligations*."

Contributions: ..... On any Business Day, the Collateral Manager or any Holder of Subordinated Notes may make a contribution of cash to the Issuer to be used for a Permitted Use designated by such contributor. For further details, see "*Security for the Secured Notes—Contributions; Permitted Use Funds*."

Purchase of Collateral Obligations; Effective Date: ..... The Issuer will use commercially reasonable efforts to purchase, on or before the date occurring 40 calendar days prior to the Determination Date relating to the first Payment Date following the Closing Date, Collateral Obligations such that the Target Initial Par Condition is satisfied. See "*Use of Proceeds—Effective Date*."

Collateral Quality Test:..... The "**Collateral Quality Test**" will be satisfied on any date of determination on and after the Effective Date if, in the aggregate, the Collateral Obligations owned (or, in relation to a proposed purchase of a Collateral Obligation, proposed to be owned) by the Issuer satisfy each of the tests set forth below (or, after the Effective Date in certain circumstances as described herein, if a test is not satisfied on such date of determination, the degree of compliance with such test is maintained or improved after giving effect to any purchase or sale effected on such date of determination):

(i) the Minimum Spread Test;

(ii) the Minimum Coupon Test;

(iii) the Maximum Moody's Rating Factor Test;

(iv) the Moody's Diversity Test;

(v) the Minimum Weighted Average Moody's Recovery Rate Test; and

(vi) the Weighted Average Life Test.

The "**Minimum Spread Test**" will be satisfied on any date of determination if the Weighted Average Spread *plus* the Excess Weighted Average Coupon equals or exceeds the Minimum Spread.

"**Minimum Spread**" means the number set forth in the column entitled "Minimum Weighted Average Spread" in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix set forth below based upon the applicable Matrix Case chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture, reduced by the Moody's Weighted Average Recovery Adjustment; provided that the Minimum Spread will in no event be lower than 2.50%.

The "**Minimum Coupon Test**" will be satisfied on any date of determination if (A) none of the Collateral Obligations are Fixed Rate Obligations or (B) otherwise, the Weighted Average Coupon *plus* the Excess Weighted Average Spread equals or exceeds the Minimum Coupon.

"**Minimum Coupon**" means 6.00%.

The "**Maximum Moody's Rating Factor Test**" will be satisfied on any date of determination if the Adjusted Weighted Average Moody's Rating Factor of the Collateral Obligations is lower than or equal to the lesser of (x) the sum of (i) the number set forth in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix set forth below at the intersection of the applicable Matrix Case chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture *plus* (ii) the Moody's Weighted Average Recovery Adjustment and (y) 3300.

The "**Moody's Weighted Average Recovery Adjustment**" means, as of any date of determination, the greater of (a) zero and (b) the product of (i)(A) the Weighted Average Moody's Recovery Rate as of such date of determination multiplied by 100 minus (B) 43 and (ii) (A) with respect to the adjustment of the Maximum Moody's Rating Factor Test, the "Recovery Rate Modifier" in the Recovery Rate Modifier Matrix that corresponds to the Matrix Case then in effect for purposes of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix, and (B) with respect to adjustment of the Minimum Spread, the number set forth in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix under "Spread Modifier" corresponding to the "Minimum Weighted Average Spread" in the Matrix Case selected by the Collateral Manager; provided, however, that if the Weighted Average Moody's Recovery Rate for purposes of determining the Moody's Weighted Average Recovery Adjustment is greater than 60%, then such Weighted Average Moody's Recovery Rate shall equal 60% unless the Moody's Rating Condition is satisfied; provided, further, that the amount specified in clause (b)(i) above may only be allocated once on any date of determination and the Collateral Manager shall designate to the Collateral Administrator in writing on each such date the portion of such amount that shall be allocated to clause (b)(ii)(A) and the portion of such amount that shall be allocated to clause (b)(ii)(B) (it being understood that, absent an express designation by the Collateral Manager, all such amounts shall be allocated to clause (b)(ii)(A)).

The "**Moody's Diversity Test**" will be satisfied on any date of determination if the Diversity Score (rounded up to the nearest whole number) equals or exceeds the greater of (x) the number set forth in the column entitled "Minimum Diversity Score" in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix set forth below based upon the applicable Matrix Case chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture and (y) 60.

The "**Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix**" means the following chart (or a replacement chart (or portion thereof) effecting changes to the components of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix which satisfy the Moody's Rating Condition and of which notice has been given to Fitch) used to determine which of the "row/column combinations" below (each, a "**Matrix Case**") are applicable for purposes of determining compliance with the Moody's Diversity Test, the Maximum Moody's Rating Factor Test and the Minimum Spread Test (the "**Matrix Tests**").

Minimum Weighted Average Spread	Minimum Diversity Score										
	60	65	70	75	80	85	90	95	100	105	110
2.50%	990	997	1004	1010	1016	1020	1025	1028	1032	1035	1039
2.60%	1152	1160	1168	1176	1182	1187	1192	1197	1201	1205	1209
2.70%	1308	1319	1331	1339	1345	1351	1357	1362	1366	1371	1375

2.80%	1446	1457	1468	1476	1483	1490	1496	1502	1507	1512	1516
2.90%	1563	1576	1586	1596	1604	1611	1618	1624	1629	1634	1639
3.00%	1668	1681	1698	1702	1716	1724	1731	1737	1742	1747	1752
3.10%	1767	1780	1791	1801	1810	1818	1825	1831	1837	1843	1848
3.20%	1852	1866	1877	1887	1897	1905	1913	1920	1926	1931	1937
3.30%	1933	1946	1958	1969	1979	1988	1996	2003	2009	2015	2021
3.40%	2010	2025	2037	2048	2058	2067	2075	2083	2089	2096	2101
3.50%	2089	2103	2115	2125	2137	2148	2153	2162	2167	2176	2179
3.60%	2153	2181	2191	2203	2214	2223	2231	2239	2246	2253	2259
3.70%	2191	2221	2249	2273	2293	2302	2311	2319	2326	2333	2340
3.80%	2230	2262	2289	2313	2334	2355	2372	2389	2400	2407	2414
3.90%	2270	2300	2328	2352	2374	2395	2412	2429	2446	2459	2472
4.00%	2309	2339	2367	2392	2414	2434	2453	2470	2486	2499	2514
4.10%	2346	2379	2405	2431	2453	2474	2493	2510	2524	2540	2553
4.20%	2386	2416	2444	2469	2493	2512	2532	2549	2565	2579	2593
4.30%	2421	2455	2482	2507	2530	2551	2569	2588	2603	2619	2632
4.40%	2460	2491	2520	2544	2569	2589	2608	2626	2642	2656	2670
4.50%	2496	2528	2557	2583	2606	2627	2646	2664	2680	2694	2709

The "**Recovery Rate Modifier Matrix**" means the following chart (or a replacement chart (or portion thereof) effecting changes to the components of the Recovery Rate Modifier Matrix which satisfy the Moody's Rating Condition and of which notice has been given to Fitch) used to determine which of the "row/column combinations" below are applicable for purposes of the definition of "Moody's Weighted Average Recovery Adjustment".

Minimum Weighted Average Spread	Minimum Diversity Score											Spread Modifier
	60	65	70	75	80	85	90	95	100	105	110	
2.50%	26	27	27	27	27	27	27	27	27	27	27	0.02%
2.60%	30	31	31	31	31	31	31	31	31	31	31	0.01%
2.70%	35	34	33	33	34	34	34	34	34	34	34	0.01%
2.80%	38	38	38	38	38	38	38	38	38	38	38	0.02%
2.90%	41	41	41	41	41	41	41	41	41	41	41	0.02%
3.00%	44	44	42	44	42	42	42	43	43	43	43	0.03%
3.10%	45	45	45	45	45	45	45	45	45	45	45	0.03%
3.20%	47	47	48	48	48	48	48	48	48	48	48	0.03%
3.30%	49	50	50	50	50	49	50	50	50	50	50	0.04%
3.40%	51	51	51	52	52	51	52	52	52	51	52	0.05%
3.50%	52	53	53	53	53	53	53	53	54	53	54	0.05%
3.60%	53	53	55	55	55	56	55	56	55	55	55	0.05%
3.70%	54	54	54	54	55	57	57	57	57	57	56	0.06%
3.80%	54	54	55	55	55	55	55	55	57	58	59	0.06%
3.90%	55	55	54	55	56	55	56	56	56	56	56	0.06%

4.00%	55	56	56	56	56	56	56	56	56	56	56	0.07%
4.10%	56	56	57	56	57	56	56	57	57	57	57	0.07%
4.20%	56	57	57	57	57	57	57	57	57	58	58	0.07%
4.30%	57	57	57	58	58	58	58	58	58	58	58	0.08%
4.40%	57	58	58	58	58	58	58	58	59	59	59	0.08%
4.50%	58	58	58	58	59	59	59	59	59	59	59	0.08%

On or prior to the Effective Date, the Collateral Manager may elect the Matrix Case of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix that shall on and after the Effective Date apply to the Collateral Obligations for purposes of determining compliance with the Matrix Tests, and if such Matrix Case differs from the Matrix Case chosen to apply as of the Closing Date, the Collateral Manager shall so notify the Trustee, Moody's, Fitch and the Collateral Administrator. Thereafter, at any time on written notice of one Business Day to the Trustee, the Collateral Administrator, Moody's and Fitch, the Collateral Manager may elect a different Matrix Case to apply to the Collateral Obligations; *provided* that if: (i) the Collateral Obligations are currently in compliance with each of the Matrix Tests based on the Matrix Case then applicable to the Collateral Obligations, the Collateral Obligations continue to comply with each of the Matrix Tests after giving effect to the Matrix Case to which the Collateral Manager desires to change or (ii) the Collateral Obligations are not currently in compliance with any of the Matrix Tests based on the Matrix Case then applicable to the Collateral Obligations or would not be in compliance with all of the Matrix Tests if any other Matrix Case were chosen to apply, the Collateral Obligations need not comply with the Matrix Case to which the Collateral Manager desires to change but such change must either maintain or improve compliance with each Matrix Test that is not currently in compliance in the Matrix Case then applicable to the Collateral Obligations and maintain compliance with each Matrix Test that is currently in compliance; *provided* that if subsequent to such election the Collateral Obligations could comply with all of the Matrix Tests if a different Matrix Case were chosen to apply, the Collateral Manager may elect to apply such other Matrix Case. If the Collateral Manager does not notify the Trustee and the Collateral Administrator that it shall alter the Matrix Case of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix chosen on the Effective Date in the manner set forth above, the Matrix Case of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix chosen on or prior to the Effective Date shall continue to apply. Notwithstanding the foregoing, the Collateral Manager may elect at any time after the Effective Date, in lieu of selecting a Matrix Case of the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix, to interpolate between two adjacent rows and/or two adjacent columns, as applicable, on a straight-line basis and round the results to two decimal points.

The "**Minimum Weighted Average Moody's Recovery Rate Test**" will be satisfied on any date of determination if the Weighted Average Moody's Recovery Rate equals or exceeds 43%.

The "**Weighted Average Life Test**" will be satisfied on any date of determination if the Weighted Average Life of all Collateral Obligations as of such date is less than or equal to, if the Fitch Rating Condition has been satisfied with respect to this test, (i) if such date occurs prior to October 20, 2022, 8.99, or (ii) if such date occurs on or after October 20, 2022, 8.75 minus the product of (x) 0.25 and (y) the number of full quarters that have elapsed since October 20, 2022; provided that, if the Fitch Rating Condition has not been satisfied with respect to this test, the maximum threshold for purposes of clause (i) above will be 8.49 and the maximum threshold for purposes of clause (ii) above will be 8.25 minus the product of (x) 0.25 and (y) the number of full quarters that have elapsed since October 20, 2022. For purposes of this definition, a full quarter will elapse on each 3-month anniversary of October 20, 2022.

Concentration Limitations:..... The "**Concentration Limitations**" will be satisfied on any date of determination on or after the Effective Date if, in the aggregate, the Collateral Obligations owned (or, in relation to a proposed purchase of a Collateral Obligation, on a *pro forma* basis) by the Issuer comply with all of the requirements set forth below (or, in relation to a proposed purchase after the Effective Date, if not in compliance, the relevant requirements must be maintained or improved after giving effect to the purchase), calculated in each case as described under "*Security for the Secured Notes—Assumptions as to Assets*":

Senior Secured Loans, cash, Eligible Investments..... (i) if the Fitch Rating Condition has been satisfied with respect to this limit, then not less than 90.0% of the Collateral Principal Amount may consist of Senior Secured Loans, cash and Eligible Investments; *provided* that if the Fitch Rating Condition has not been satisfied with respect to this limit, such minimum required percentage shall be 97.0%;

Second Lien Loans, Unsecured Loans and Permitted Debt Securities..... (ii) if the Fitch Rating Condition has been satisfied with respect to this limit, then (x) not more than 10.0% of the Collateral Principal Amount may consist, in the aggregate, of Second Lien Loans, Unsecured Loans and Permitted Debt Securities and (y) not more than 5.0% of the Collateral Principal Amount may consist of Permitted Debt Securities; *provided* that if the Fitch Rating Condition has not been satisfied with respect to this limit, each of such maximum permitted percentages in clauses (x) and (y) shall be 3.0%;

Single Obligor ..... (iii) not more than 2.0% of the Collateral Principal Amount may consist of obligations issued by a single obligor and its Affiliates, except that, if the Fitch Rating Condition has been satisfied with respect to this limit, obligations (other than DIP Collateral Obligations) issued by up to five obligors and their respective Affiliates may each constitute up to 2.5% of the Collateral Principal Amount; provided further that, notwithstanding any of the foregoing, (A) not more than 1.0% of the Collateral Principal Amount may consist of Second Lien Loans or Unsecured Loans issued by a single obligor and its Affiliates and (B) not more than

1.0% of the Collateral Principal Amount may consist of Permitted Debt Securities issued by a single obligor and its Affiliates;

Rating of "Caa1" or below ..... (iv) not more than 7.5% of the Collateral Principal Amount may consist of Collateral Obligations with a Moody's Rating of "Caa1" or below;

Rating of "CCC+" or below ..... (v) not more than 7.5% of the Collateral Principal Amount may consist of Collateral Obligations with an S&P Rating of "CCC+" or below;

Interest Paid Less Frequently than Quarterly ..... (vi) not more than 5.0% of the Collateral Principal Amount may consist of Collateral Obligations that pay interest less frequently than quarterly;

Current Pay Obligations ..... (vii) not more than 2.5% of the Collateral Principal Amount may consist of Current Pay Obligations;

DIP Collateral Obligations ..... (viii) not more than 7.5% of the Collateral Principal Amount may consist of DIP Collateral Obligations, provided that, at the time of purchase of a DIP Collateral Obligation, DIP Collateral Obligations issued by the issuer or obligor of such DIP Collateral Obligation and its Affiliates may not constitute more than 1.0% of the Collateral Principal Amount;

Delayed Drawdown/ Revolving Collateral Obligations ..... (ix) not more than 10.0% of the Collateral Principal Amount may consist, in the aggregate, of unfunded commitments under Delayed Drawdown Collateral Obligations and unfunded and funded commitments under Revolving Collateral Obligations;

Participation Interests ..... (x) not more than 10.0% of the Collateral Principal Amount may consist of Participation Interests;

Moody's Counterparty Criteria ..... (xi) the Moody's Counterparty Criteria are met;

Moody's Rating derived from an S&P Rating ..... (xii) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations with a Moody's Rating derived from an S&P Rating as provided in clauses (2)(A) or (2)(B) of the definition of the term "Moody's Derived Rating";

Domicile of Obligor ..... (xiii) (a) all of the Collateral Obligations must be issued by Non-Emerging Market Obligors; and (b) no more than the percentage listed below of the Collateral Principal Amount may consist of Collateral Obligations that are issued by obligors Domiciled in the country or countries set forth opposite such percentage:

% Limit	Country or Countries
20.0%	All countries (in the aggregate) other than the United States;
15.0%	Canada;

% Limit	Country or Countries
10.0%	all countries (in the aggregate) other than the United States, Canada and the United Kingdom;
10.0%	any individual Group I Country;
7.5%	all Group II Countries in the aggregate;
7.5%	all Group III Countries in the aggregate;
7.5%	all Tax Jurisdictions in the aggregate; and
0.0%	any individual country other than the United States, the United Kingdom, Canada, the Netherlands, any Group I Country, any Group II Country or any Group III Country;

S&P Industry Classification ..... (xiv) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations that are issued by obligors that belong to any single S&P industry classification, except that two S&P industry classifications may each represent up to 12.0% of the Collateral Principal Amount and one additional S&P industry classifications may represent up to 15.0% of the Collateral Principal Amount;

Cov-Lite Loans ..... (xv) not more than 60.0% of the Collateral Principal Amount may consist of Cov-Lite Loans;

Fixed Rate Obligations..... (xvi) not more than 5.0% of the Collateral Principal Amount may consist of Fixed Rate Obligations;

Partial Deferrable Obligations ..... (xvii) not more than 2.5% of the Collateral Principal Amount may consist of Partial Deferrable Obligations;

Bridge Loans ..... (xviii) no portion of the Collateral Principal Amount may consist of Bridge Loans (other than any Bridge Loan acquired in connection with a bankruptcy, workout or restructuring (or similar procedure));

Structured Finance Obligations ..... (xix) no portion of the Collateral Principal Amount may consist of Structured Finance Obligations;

Synthetic Securities..... (xx) no portion of the Collateral Principal Amount may consist of Synthetic Securities;

Letters of Credit..... (xxi) no portion of the Collateral Principal Amount may consist of letters of credit;

Step-Down Obligations ..... (xxii) no portion of the Collateral Principal Amount may consist of Step-Down Obligations;

Step-Up Obligations..... (xxiii) not more than 2.0% of the Collateral Principal Amount may consist of Step-Up Obligations;

Discount Obligations..... (xxiv) not more than 20.0% of the Collateral Principal Amount may consist of Discount Obligations; and

$150,000,000-$250,000,000 Loans..... (xxiv) not more than 5.0% of the Collateral Principal Amount may consist of obligations of an obligor where the total potential indebtedness (whether drawn or undrawn) of such obligor or related

affiliates under all of their loan agreements, indentures and other underlying instruments is greater than or equal to $150,000,000 and less than $250,000,000.

Coverage Tests and Interest Diversion Test: ..... The Coverage Tests will be used primarily to determine whether principal and interest may be paid on the Secured Notes and distributions may be made on the Subordinated Notes or whether funds which would otherwise be used to pay interest on the Secured Notes (other than the Class X Notes, the Class A-1 Notes, the Class A-2 Notes and the Class B Notes) and to make distributions on the Subordinated Notes must instead be used to pay principal on one or more Classes of Secured Notes according to the priorities referred to in "*—Priority of Payments*." The "**Coverage Tests**" will consist of the Overcollateralization Test and the Interest Coverage Test, each as applied to each specified Class of Secured Notes (provided that no Overcollateralization Test or Interest Coverage Test will apply to the Class X Notes). In addition, the Interest Diversion Test, which is not a Coverage Test, will apply as described herein.

The "**Overcollateralization Test**" and "**Interest Coverage Test**" applicable to the indicated Class or Classes of Secured Notes (other than the Class X Notes, for which no Overcollateralization Test or Interest Coverage Test shall be applicable) will be satisfied as of any date of determination on which such Coverage Test is applicable, if (1) the applicable Overcollateralization Ratio or Interest Coverage Ratio, as the case may be, is at least equal to the applicable ratio indicated below or (2) such Class or Classes of Secured Notes is no longer outstanding.

Class	Required Overcollateralization Ratio
A/B	121.58%
C	115.46%
D	108.94%
E	104.59%

Class	Required Interest Coverage Ratio
A/B	120.00%
C	115.00%
D	110.00%
E	105.00%

Measurement of the degree of compliance with the Coverage Tests will be required as of each Measurement Date occurring (i) in the case of the Overcollateralization Tests, on or after the Effective Date and (ii) in the case of the Interest Coverage Tests, on or after the Determination Date immediately preceding the second Payment Date. If the Coverage Tests are not satisfied on any such Measurement Date, the Issuer will be required to apply available amounts in the Payment Account on the related Payment Date to the repayment of principal of the Secured Notes in accordance with the Priority of Payments and the Note Payment Sequence to the extent necessary to achieve compliance with such Coverage Tests.

The "**Interest Diversion Test**" is a test that is satisfied as of any Measurement Date during the Reinvestment Period on which Class E Notes remain outstanding if the Overcollateralization Ratio with respect to the Class E Notes as of such Measurement Date is at least equal to 105.09%.

EU and UK Securitisation Regulations: ..... See "*The Retention Holder and the Securitisation Regulations*" for a description of the Retention Holder's retention undertakings in connection with the EU Securitisation Regulation and the UK Securitisation Regulation. See also "*Risk Factors—Relating to Regulatory and Other Legal Considerations—EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes*".

See also "*The Retention Financing*" and "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*" for a description of certain financing arrangements in connection with the Retention Holder's retention undertakings and the related risks.

Other Information:

Listing, Trading and Form of Notes..... Application has been made to the Cayman Islands Stock Exchange Ltd. (the "**Cayman Islands Stock Exchange**") for the Notes to be admitted to listing on the Official List of the Cayman Islands Stock Exchange. There can be no assurance that such listing will be granted or, if granted, that such listing will be maintained. See "*Listing and General Information*." There is currently no market for any Class of Notes and there can be no assurance that such a market will develop. See "*Risk Factors—Relating to the Notes—Liquidity Considerations*".

The Notes sold to Persons who are QIBs will be represented by Rule 144A Global Secured Notes or Rule 144A Global Subordinated Notes in fully registered form without interest coupons to be deposited with a custodian for and registered in the name of Cede & Co., except that purchasers of Notes relying on Rule 144A on the Closing Date may elect to have their Notes issued in definitive, fully registered form without interest coupons ("**Certificated Notes**") or in uncertificated, fully registered form evidenced by entry in the Note Register ("**Uncertificated Notes**"). The Notes sold to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act ("**Offshore Transactions**") will be represented by Regulation S Global Secured Notes or Regulation S Global Subordinated Notes in fully registered form without interest coupons to be deposited with a custodian for and registered in the name of Cede & Co., a nominee of DTC, for the accounts of Euroclear or Clearstream.

The Subordinated Notes sold to Persons who are IAIs (but not QIBs) will be represented by Certificated Notes or Uncertificated Notes.

Governing Law..... The Notes and the Indenture, and any matters arising out of or relating in any way whatsoever to any of the Notes or the Indenture (whether in contract, tort or otherwise), will be governed by the laws

	of the State of New York. The parties to the Indenture will submit to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any suit, action or proceedings relating to the Indenture or any matter between the parties arising under or in connection with the Indenture.
Tax Considerations.....	See "*Certain U.S. Federal Income Tax Considerations*", "*Jersey Tax Considerations*" and "*OECD Common Reporting Standard*".
ERISA	See "*Certain ERISA Considerations.*"
Legal Investment.....	See "*Legal Investment Considerations.*"

RISK FACTORS

An investment in the Notes involves certain risks. Prospective investors should carefully consider the following factors, in addition to the matters set forth elsewhere in this Offering Circular, prior to investing in the Notes.

General Commercial Risks

General Economic Conditions

Significant risks may exist for the Issuer and investors in the Notes as a result of the current uncertain general economic conditions, particularly in light of the Russia-Ukraine Conflict and the COVID-19 Outbreak, as each is further discussed below. These risks include, among others, (i) the possibility that, on or after the Closing Date, the prices at which Assets can be sold by the Issuer will have deteriorated from their effective purchase price, (ii) the illiquidity of the Notes, as there may be no secondary trading in the Notes and (iii) possibility of decline in the market value of the Notes. These risks may affect the returns on the Notes to investors and the ability of investors to realize their investment in the Notes prior to their stated maturity, if at all. In addition, the primary market for a number of financial products including leveraged loans may be volatile, and the level of new issuances may be uncertain and may vary based on a number of factors, including general economic conditions. As well as reducing opportunities for the Issuer to purchase assets in the primary market, this may increase reinvestment or refinancing risk in respect of maturing Collateral Obligations. These additional risks may affect the returns on the Notes to investors and could further slow, delay or reverse an economic recovery and cause a further deterioration in loan performance generally. Limitations on the amount of available credit in the market may have an adverse impact on general economic conditions that affect the performance of the Collateral Obligations. The slowdown in growth or commencement of a recession would be expected to have an adverse effect on the ability of businesses to repay or refinance their existing debt. Adverse macroeconomic conditions may adversely affect the rating, performance and the realization value of the Collateral Obligations. It is possible that the Collateral Obligations will experience higher default rates than anticipated and that performance will suffer. In recent years, some leading global financial institutions have been forced into mergers with other financial institutions, have been partially or fully nationalized or have become bankrupt or insolvent. The bankruptcy or insolvency of a major financial institution may have an adverse effect on the Issuer, particularly if such financial institution is the administrative agent of a leveraged loan or is a selling institution with respect to a participation. In addition, the bankruptcy, insolvency or financial distress of one or more additional financial institutions, or one or more sovereigns, may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Assets and the Notes.

The market value and performance of the Collateral Obligations and the Notes may be adversely impacted by current and future economic conditions, including perceptions of potential, current or future conditions, market trading imbalances or technical dislocation. To the extent that economic and business conditions deteriorate or fail to continue to improve, the levels of defaults and delinquencies are likely to increase and market values may decrease or not fully recover, which may adversely affect the amount of Sale Proceeds that could be obtained upon the sale of the Collateral Obligations and could adversely impact the ability of the Issuer to make payments on the Notes.

Russia-Ukraine Conflict

Geopolitical tensions have risen significantly in response to the military conflict surrounding the Russian Federation's invasion of Ukraine on February 24, 2022 (the "**Russia-Ukraine Conflict**"), and the United States, the United Kingdom, EU member states, and other countries have imposed economic sanctions on the Russian Federation and parts of Ukraine, as well as various designated parties. Depending on various factors, the Russia-Ukraine Conflict may significantly exacerbate the normal risks associated with this transaction and result in adverse changes to, among other things: (i) general economic and market conditions; (ii) shipping and transportation costs and supply chain constraints; (iii) interest rates, currency exchange rates, and expenses associated with currency management transactions; (iv) available credit in certain markets; (v) import and export activity from certain markets; and (vi) laws, regulations, treaties, pacts, accords, and governmental policies. Economic and military sanctions related to the Russia-Ukraine Conflict, or other conflicts, have the potential to adversely impact markets, global supply and demand, import/export policies, and the availability of labor in certain markets. In addition, the Issuer might be required to, or determine to, dispose of one or more Collateral Obligations if the underlying obligor or issuer thereof (or one or more of its affiliates) is or are subject to sanctions. It is likely that the Issuer would incur a substantial loss in the event of a

sale of such Collateral Obligations. There is no guarantee that such sanctions and economic actions will abate or that more restrictive measures will not be put in place in the near term. Moreover, it is expected that the Russia-Ukraine Conflict could spark further sanctions and/or military conflicts which will affect other regions. Any of the foregoing factors could have a material adverse effect on the ability of underlying obligors and issuers to perform their obligations in connection with the Collateral Obligations and the performance and value of the Collateral Obligations, which could have a material adverse effect on the holders of the Notes.

Potential Risks Associated with COVID-19

There has been a widespread outbreak of respiratory disease caused by a coronavirus (named COVID-19) that was first detected in China in December 2019 and has now spread throughout the world, including the United States (the "**COVID-19 Outbreak**"). The COVID-19 Outbreak has been declared a pandemic by the World Health Organization, and on March 13, 2020, the president of the United States declared a national emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The COVID-19 Outbreak has led (and may continue to lead) to a significant economic disruption globally, as well as in the economy of the United States and the economies of other nations where COVID-19 has arisen.

A significant number of countries and the majority of United States state governments have also made emergency declarations and have adopted a number of emergency measures and recommendations in response to, and in an attempt to slow the spread of, the COVID-19 Outbreak, including providing social distancing guidelines, issuing stay-at-home orders and curfews, banning large gatherings and mandating the closure of certain non-essential businesses, including, but not limited to, bars, restaurants, movie theatres and gyms. Many businesses have temporarily suspended operations and laid-off employees. Although many of these restrictions have been relaxed in recent months, it is possible that additional governmental actions may be forthcoming with additional negative economic effects. As a result of the foregoing measures, certain industries, including, among others, airlines, travel, leisure facilities, gaming and restaurants, have been more adversely affected than others.

The COVID-19 Outbreak and the resulting response have caused substantial disruptions in the global supply chain, increased volatility, a reduction in liquidity in the capital markets and the credit markets, including the leveraged loan market specifically, significant increases in unemployment, significant reductions in consumer demand and significant downturns in the economies of many nations, including the United States.

The long-term impacts of the social, economic and financial disruptions caused by the COVID-19 Outbreak are unknown. While the U.S. Federal Reserve has implemented emergency interest rate cuts and liquidity programs for businesses and financial markets, and the United States government and other governments have implemented unprecedented financial support and relief measures in response to concerns surrounding the economic effects of the COVID-19 Outbreak (such as the Coronavirus Aid, Relief and Economic Security Act and the Consolidated Appropriations Act, 2021), the effectiveness of such measures and the likelihood of such measures calming the volatility in financial markets or preventing the occurrence of a longer-term national or global economic downturn cannot be predicted.

Although vaccines have been approved and more are in development, there can be no assurance as to the availability of vaccines, the rate of vaccination, the impact of possible side effects or the effectiveness of vaccination against COVID-19 or any mutations or variants thereof. We cannot assure you when states will permit full resumption of economic activity, whether or when people will feel comfortable in resuming economic activity, that vaccines, containment or other measures will be successful in limiting the spread of COVID-19 or that future regional or broader outbreaks of COVID-19, variants thereof or other diseases will not result in resumed or additional countermeasures from governments. Although a number of state and local authorities throughout the United States have recently begun relaxing COVID-19 related restrictions on operations of businesses and gatherings, it is yet unclear as to what extent and at what pace such actions will cause local business and other activity to resume to normal levels and whether such actions will have unintended consequences of prolonging the pandemic.

In addition to these general concerns, investors should consider what effect, if any, the COVID-19 Outbreak, as well as any resulting recession or economic slowdown, may have on the ability of borrowers of corporate debt, particularly in those industries most affected by the outbreak, to make timely payments on their loans.

It is unclear how many obligors have been and will continue to be adversely affected by the pandemic and related efforts by the federal government and state governments to slow the spread of COVID-19 throughout the nation. Non-accruals and credit losses generally increase during economic slowdowns or recessions. We cannot assure you that lenders or servicers of such loans will not offer, or be compelled by governmental authorities to offer, payment holidays to borrowers affected by COVID-19, resulting in potential losses or delays in payments. To the extent that economic and business conditions deteriorate, non-performing assets are likely to increase, and the value and collectability of the Assets is likely to decrease.

These conditions may adversely affect the market value of the Issuer's Collateral Obligations and the Issuer's degree of compliance with the Coverage Tests and the Collateral Quality Test. The economic distress posed by the COVID-19 Outbreak may cause such obligations or any of the Issuer's other Collateral Obligations to become Defaulted Obligations and the Issuer may receive and/or acquire certain Equity Securities, Specified Equity Securities and/or Restructured Obligations in connection with the workout or restructuring of such Collateral Obligations. Any subsequent recoveries on such assets may be substantially lower than the price at which the Issuer purchased such assets.

All of the foregoing could adversely affect the ability of the Issuer to make payments on the Notes and the market value and liquidity of the Notes. A decrease in market value of the Collateral Obligations also would adversely affect the Sale Proceeds that could be obtained upon the sale of the Collateral Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Notes. The leveraged loan market may deteriorate further as more and more obligors seek protection under bankruptcy or debtor relief laws as a result of financial and economic disruptions to their businesses related to the COVID-19 Outbreak and this may continue to adversely impact the Collateral Obligations and the Notes.

The widespread and cascading effects of the COVID-19 Outbreak, including those described above, also heighten many of the other risks described in this "Risk Factors" section, such as those related to the performance, market value, credit ratings and secondary market liquidity of the Notes.

Illiquidity in the Leveraged Finance Market

The financial markets have experienced substantial fluctuations in prices for leveraged loans and high-yield debt securities and limited liquidity for such instruments. During periods of limited liquidity and higher price volatility, the Issuer's ability to acquire or dispose of Collateral Obligations at a price and time that the Collateral Manager deems advantageous may be severely impaired, which may impair its ability to dispose of investments in a timely fashion and for a fair price, as well as its ability to take advantage of market opportunities. Furthermore, some Collateral Obligations will have a limited trading market (or none) under any market conditions. Illiquid debt obligations may trade at a discount from comparable, more liquid investments. The impact of the liquidity crisis on the global credit markets may adversely affect the management flexibility of the Collateral Manager in relation to the Assets and, ultimately, the returns on the Notes to investors.

Conditions in Europe May Adversely Affect Holders

Certain of the Collateral Obligations may be issued by obligors located in the European Union (the "**EU**") or otherwise affected by the strength of the euro. European financial markets have experienced volatility and have been adversely affected by concerns about rising government debt levels, credit rating downgrades, and possible default on or restructuring of government debt. These events have caused bond yield spreads (the cost of borrowing debt in the capital markets) and credit default spreads (the cost of purchasing credit protection) to increase, most notably in relation to certain eurozone countries. The governments of several member countries of the EU have experienced large public budget deficits, which have adversely affected the sovereign debt issued by those countries and may ultimately lead to declines in the value of the euro.

If a country that has adopted the euro were to abandon the euro or be forcibly expelled from the EU, the effects thereof are impossible to predict, but are likely to be negative. The abandonment by any country of the euro would likely have a destabilizing effect on all eurozone countries and their economies and a negative effect on the global economy as a whole. Although all Collateral Obligations must be U.S. dollar denominated, the effect of such potential events on the obligors, the Collateral Obligations, the Issuer or the Notes is impossible to predict.

Relating to the Notes

Investor Suitability

An investment in the Notes will not be appropriate for all investors. Structured investment products, like the Notes, are complex instruments, and typically involve a high degree of risk and are intended for sale only to sophisticated investors who are capable of understanding and assuming the risks involved. Any investor interested in purchasing Notes should conduct its own investigation and analysis of the product and consult its own professional advisers as to the risks involved in making such a purchase. See also "*Legal Investment Considerations*."

Nature of the Obligations

The Issuer Only Notes will be limited recourse debt obligations of the Issuer, and the Co-Issued Notes will be limited recourse debt obligations of the Co-Issuers, in each case, payable solely from the proceeds of the Assets pursuant to the Indenture. The Notes do not represent interests in or obligations of, and are not guaranteed, insured or secured by any rating agency, Jefferies, the Collateral Manager, the Service Provider, any other Transaction Party (other than the Issuer or the Co-Issuers, as applicable), any Affiliate, director, member or partner of the Co-Issuers or any other Transaction Party, or any other person or entity (other than the Issuer or the Co-Issuers, as applicable). If distributions on the Assets are insufficient to make payments on the Notes, no other assets will be available for payment of the deficiency and, following liquidation of the Assets, the obligations of the Co-Issuers to pay any such deficiency will be extinguished.

Liquidity Considerations

There is currently no secondary market for the Notes, and none may develop. The Notes are not expected to be readily marketable. The Initial Purchaser is not under any obligation to make a market for the Notes. In addition, the Notes are subject to certain transfer restrictions (including Minimum Denominations) that may further limit their liquidity. See "*Transfer Restrictions*." Furthermore, various regulatory requirements may restrict a potential investor's ability to purchase Notes or make such an investment unattractive to it. See "*Certain U.S. Federal Income Tax Considerations*" and "*—Relating to Regulatory and Other Legal Considerations—Legal and Regulatory Developments*". The Notes are designed for long-term investors and should not be considered a vehicle for short-term trading purposes. As a result, investors must be prepared to bear the risk of holding the Notes until their Stated Maturity. To the extent that any secondary market exists for the Notes in the future, the price (if any) at which the Notes may be sold could be at a discount, which in some cases may be substantial, from the principal amount of the Notes. To the extent any market exists for the Notes in the future, significant delays could occur in the actual sale of Notes.

If the Notes are held by any holder in violation of transfer restrictions as described in the definition of Non-Permitted Holder, the definition of Non-Permitted AML Holder or the definition of Non-Permitted ERISA Holder, the Issuer has a right to cause the sale of such Notes by such holder. See "*Transfer Restrictions—Non-Permitted Holder*", "*Transfer Restrictions—Non-Permitted ERISA Holder*" and "*Transfer Restrictions—Non-Permitted AML Holder*".

While application has been made for the Notes to be admitted to listing on the Cayman Islands Stock Exchange, there can be no assurance that such approval and listing will be obtained or that any such listing will be maintained. Listing on a stock exchange may not increase the liquidity of any Notes.

Need to Seek Independent Advice; Lack of Hypothetical Performance Scenarios

None of Jefferies, the Co-Issuers, the Collateral Manager, the Service Provider, the Trustee, the Collateral Administrator or any Affiliate of any of them is providing investment, accounting, tax or legal advice in respect of the Notes and will not have a fiduciary relationship with any investor or prospective investor in the Notes.

No assurances can be provided to an investor in the Notes regarding the composition or actual performance of the portfolio of Collateral Obligations that the Issuer will own at any time, or (without limiting the foregoing) that the composition or performance of such portfolio, at any time, will resemble or correspond (in any way) to either (1) the composition of any hypothetical portfolios or hypothetical performance scenarios previously shared with such investor in written materials provided to such investor, or discussed with such investor, by Jefferies, the Collateral Manager, the Trustee, the Collateral Administrator or any other person, if any, or (2) the composition of the portfolio

of the Issuer as of the date hereof or the Closing Date. No financial hypothetical performance scenarios, modeling runs or return analyses are included in this Offering Circular. Any materials previously provided to an investor in connection with the Notes, including any projections, financial hypothetical performance scenarios, modeling runs or return analyses contained therein, are superseded in their entirety by this Offering Circular (whether or not the substance thereof is specifically addressed herein) and should not be relied upon by a prospective purchaser in considering its investment or for any other purpose.

The actual performance of the Notes will be affected by, among other things, (i) the amount and frequency of principal payments on the Collateral Obligations, which are dependent upon, among other things, the amount of sinking fund payments and any other payments received at or in advance of the scheduled maturity of Collateral Obligations (whether through sale, maturity, redemption, default or other liquidation or disposition) and (ii) the financial condition of the obligors of the Collateral Obligations and the characteristics thereof, including the existence and frequency of exercise of any optional or mandatory redemption or prepayment features (including applicable redemption prices or prepayment fees), the prevailing level of interest rates, the actual default rate and the actual level and timing of recoveries on, among other Collateral Obligations, any Defaulted Obligations, Credit Risk Obligations, Credit Improved Obligations and Current Pay Obligations, the frequency of tender or exchange offers for such Collateral Obligations, and the extent to which Collateral Obligations may be acquired in the circumstances set forth in the Indenture or otherwise and the reinvestment rates obtained in connection with the purchase of such Collateral Obligations or in connection with the reinvestment of proceeds in Eligible Investments. It is expected that, with respect to a substantial portion of the Collateral Obligations, the obligor thereof will have the right or obligation to cause them to be mandatorily or optionally redeemed or otherwise repaid at various times and subject to various conditions.

Subordination

Payments on the Notes of each Class are subordinated to payments on each Priority Class with respect thereto (including in the case of the Subordinated Notes, subordinated to any required payments on the Secured Notes) and certain fees and expenses (including the Senior Collateral Management Fee and, with respect to the Subordinated Notes, the Subordinated Collateral Management Fee), in each case, as further set forth in "*Summary of Terms—Priority of Payments.*" No payments of interest or distributions from Interest Proceeds of any kind will be made on any such Class of Notes on any Payment Date until interest due on the Priority Classes with respect thereto has been paid in full, no payments of principal (other than Secured Note Deferred Interest with respect to the Class C Notes, the Class D Notes and the Class E Notes, to the extent set forth in the Priority of Payments) or distributions from Principal Proceeds of any kind will be made on any such Class of Notes on any Payment Date until principal on the Notes of each Class to which it is subordinated has been paid in full, and no distributions from Principal Proceeds of any kind will be made on the Subordinated Notes on any Payment Date until interest due on and all principal of the Notes of each Class to which it is subordinated has been paid in full. Therefore, to the extent that any losses are suffered by any of the holders of any Notes, such losses will be borne in the first instance by holders of the Subordinated Notes, then by the holders of the Class E Notes, then by the holders of the Class D2 Notes, then by the holders of the Class D1 Notes, then by the holders of the Class C Notes, then by the holders of the Class BN Notes and the Class BF Notes on a *pro rata* and *pari passu* basis, then by the holders of the Class A-2N Notes and the Class A-2F Notes on a *pro rata* and *pari passu* basis, and last by the holders of the Class X Notes, the Class A-1N Notes and the Class A-1F Notes on a *pro rata* and *pari passu* basis (in each case in the manner, and in the order of priority described under, "*Summary of Terms—Priority of Payments*").

If any Coverage Test is not satisfied as of an applicable Determination Date or a Moody's Ramp-Up Failure has occurred and is continuing, cash flows (if any) otherwise payable to more junior Classes of Notes may be diverted to the payment of principal on Priority Classes of Secured Notes as set forth in the Priority of Payments. If during the Reinvestment Period the Interest Diversion Test is not satisfied, Interest Proceeds will be diverted, in accordance with the Priority of Payments, to pay an amount equal to the Required Interest Diversion Amount to the Collection Account as Principal Proceeds to purchase additional Collateral Obligations.

At Stated Maturity or if acceleration of the maturity of the Secured Notes occurs after an Event of Default, Interest Proceeds and Principal Proceeds will be applied to pay both principal of and interest on each Priority Class constituting Secured Notes until each such Class is paid in full before any further payment or distribution will be made on any junior Class pursuant to the Priority of Payments. As a result, more junior Classes of Notes will not receive interest payments until each Priority Class has been paid principal and interest, more junior Classes of Notes may not receive partial or full payment of principal and further distributions may not be made in respect of the Subordinated Notes.

None of the Initial Purchaser, the Collateral Manager or any other Transaction Parties (other than the Issuer or the Co-Issuers, as applicable) or any Affiliates of the Issuer or Co-Issuer or of any other Transaction Party, any of their respective partners, directors, or members or any other person or entity (other than the Issuer or the Co-Issuers, as applicable) will be obligated to make payments on the Notes. To the extent any losses are suffered, such losses will be borne by the owners of the Notes, beginning with the Subordinated Notes as the most junior Class of Notes.

Holders and beneficial owners of Notes will also be subject to the Bankruptcy Subordination Agreement described under "*Description of the Notes—Petitions for Bankruptcy*". However, a bankruptcy court may find that the Bankruptcy Subordination Agreement is not enforceable on the ground that it violates an essential policy underlying the Bankruptcy Law or other applicable bankruptcy or insolvency law.

Subordinated Notes are Unsecured

The Subordinated Notes are not secured by the Collateral Obligations or other Assets securing the Secured Notes. As a result, the Holders of the Subordinated Notes will rank behind all of the secured creditors, whether known or unknown, of the Issuer, including, without limitation, the Holders of the Secured Notes and any hedge counterparties. No Person or entity other than the Issuer will be required to make any distributions on the Subordinated Notes. Any distributions on the Subordinated Notes will be payable only to the extent funds are available in accordance with the Priority of Payments.

Leveraged Credit Risk

The Issuer will utilize a high degree of leverage, which is a speculative investment technique that increases the risk to owners of the Notes, particularly owners of the Subordinated Notes. In certain scenarios, the Secured Notes may not be paid in full and the Subordinated Notes may be subject to up to 100% loss of invested capital. The Subordinated Notes represent the most junior Class of Notes in a highly leveraged capital structure. As a result, any deterioration in performance of the Assets, including defaults and losses, a reduction of realized yield or other factors, will be borne first by owners of the Subordinated Notes. In addition, the use of leverage can magnify the effects on the Subordinated Notes of deterioration in the performance of the Assets. The Assets are expected to consist of below investment grade debt obligations. Such obligations have greater liquidity risk and credit risk than investment grade debt obligations. Failure to satisfy any Coverage Test as of any applicable Determination Date will result, or the existence of a Moody's Ramp-Up Failure may result, in diversion of cash flows otherwise payable to junior-most Classes of Notes to the payment of principal on Priority Classes of Secured Notes as set forth in the Priority of Payments. During the Reinvestment Period, Interest Proceeds will be diverted, in accordance with the Priority of Payments, to pay principal on Priority Classes or, if the Interest Diversion Test is not satisfied during the Reinvestment Period, to purchase additional Collateral Obligations. In addition, if acceleration of the maturity of the Secured Notes occurs after an Event of Default, Interest Proceeds and Principal Proceeds will be applied to pay both principal of and interest on each Priority Class until each such Class is paid in full before any further payment or distribution will be made on any junior Class of Notes. This will likely reduce returns on the Subordinated Notes and cause a temporary or permanent suspension of payments on the Subordinated Notes. Furthermore, if additional Notes are issued after the Closing Date, such Notes may not be issued in the same proportion as existing Classes, which may adversely affect returns on the Subordinated Notes. In addition, certain expenses are generally based on a percentage of the Fee Basis Amount, which includes the Assets obtained through the use of leverage. Accordingly, expenses attributable to the Subordinated Notes will be higher because such expenses will be based on the Fee Basis Amount.

A significant amount of the initial proceeds of the sale of the Notes will be applied to pay organizational and other expenses incurred by the Issuer in connection with the offering of the Notes rather than to make investments in Collateral Obligations. As a result, the Aggregate Principal Balance of the Collateral Obligations will be less than the initial Aggregate Outstanding Amount of the Notes. Consequently, it is anticipated that on the Closing Date the Assets would be insufficient to redeem all of the Secured Notes and the Subordinated Notes in the event of an Event of Default under the Indenture. In addition, during the lifetime of the transaction, except as described herein, Interest Proceeds will be paid to the Holders of the Subordinated Notes, rather than being invested in additional Collateral Obligations. Therefore, it is highly likely that after payments of the Secured Notes and the other amounts payable prior to the Subordinated Notes under the Priority of Payments, Principal Proceeds will be insufficient to return the initial investment made in the Subordinated Notes. Therefore, over the passage of time, Holders of Subordinated Notes will have to rely on Interest Proceeds for their ultimate return.

Impact of Uninvested Cash Balances; Unpaid Accrued Interest on Assets

To the extent the Collateral Manager (on behalf of the Issuer) maintains cash balances invested in short-term investments instead of higher yielding obligations, portfolio income will be reduced which will result in lower amounts available for distributions on the Notes, in particular the Subordinated Notes. On the Closing Date, the Issuer is expected to have significant uninvested proceeds. This will likely reduce the amount of Interest Proceeds that would otherwise be available to distribute to the Holders of the Subordinated Notes, particularly on the first Payment Date. If the Issuer issues additional Notes after the Closing Date, the Issuer may have significant uninvested proceeds of the offering, pending investment in Collateral Obligations. The extent to which cash balances remain uninvested will be subject to a variety of factors, including future market conditions and is difficult to predict.

In addition, there will be a mismatch between the payment dates of the Collateral Obligations and the Payment Dates with respect to the Notes. Accordingly, interest that has accrued on Collateral Obligations during a Collection Period may not be received by the Issuer during such Collection Period, which may adversely affect the Issuer's ability to make payments and distributions on the Notes, particularly the Subordinated Notes on any particular Payment Date.

The Secured Notes are Subject to Mandatory Redemption

If any Coverage Test is not satisfied as of any applicable Determination Date, cash flows otherwise payable to more junior Classes of Notes will be diverted to the payment of principal of Priority Classes of Secured Notes as set forth in the Priority of Payments. In addition, if the Interest Diversion Test is not satisfied during the Reinvestment Period, Interest Proceeds will be diverted in accordance with the Priority of Payments to purchase additional Collateral Obligations. Calculation of the Adjusted Collateral Principal Amount of Collateral Obligations for purposes of the Overcollateralization Tests and the Interest Diversion Test applies certain reductions to the par amount of Collateral Obligations. For example, for purposes of this calculation, a Defaulted Obligation will have a Principal Balance that is equal to its Moody's Collateral Value. Such reductions may increase the likelihood that one or more Overcollateralization Tests is not satisfied and cash flows otherwise payable to junior Classes of Notes will be diverted to the payment of principal of Priority Classes of Secured Notes. Such reductions also may increase the likelihood that the Interest Diversion Test is not satisfied, in which case Interest Proceeds will be diverted, in accordance with the Priority of Payments, to pay an amount equal to the Required Interest Diversion Amount to the Collection Account as Principal Proceeds to purchase additional Collateral Obligations.

The Secured Notes are Subject to Reinvestment Special Redemption

The Secured Notes may be subject to redemption in part if the Collateral Manager has been unable, for a period of a least 20 consecutive Business Days, to identify additional appropriate Collateral Obligations in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account. See "*Description of the Notes—Special Redemption*." In such event, funds in the Collection Account that would otherwise be reinvested will be applied in the manner set forth in "*Summary of Terms—Priority of Payments*." The application of funds in that manner could result in an elimination, deferral or reduction of amounts available to make payments on the Subordinated Notes.

The Notes are subject to Optional Redemption, Clean-Up Optional Redemption and Tax Redemption

The Notes may be optionally redeemed prior to their Stated Maturity in the circumstances set forth under "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption.*" In the event of an early redemption of the Secured Notes, there can be no assurance that the Sale Proceeds realized and other available funds would permit any distribution on the Subordinated Notes after all required payments are made to the holders of the Secured Notes. In addition (unless sufficient Refinancing Proceeds are available), such a redemption could require the Collateral Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the Collateral Obligations sold.

In addition, pursuant to the Retention Financing, the Collateral Manager will agree to not permit any Refinancing under the Indenture that is not a Permitted Refinancing, so long as any debt related to the Retention Notes is outstanding under the Retention Financing and such debt would not be paid in full in connection therewith. As a result of such restriction and the Collateral Manager's right under the Indenture to consent to a Refinancing, a Refinancing may not be permitted to occur even if the Collateral Manager or the Holders of the Subordinated Notes have determined that it would otherwise be advantageous to do so. Pursuant to the Retention Financing, the Collateral

Manager will agree to not permit an extension of the Stated Maturity of any Note without (i) the satisfaction of the Moody's rating condition in respect of the debt issued by the Retention Holder under the Retention Financing and (ii) the written consent from a majority of each class of the debt issued by the Retention Holder under the Retention Financing, in either case, so long as any debt related to the Retention Notes is outstanding under the Retention Financing and such debt would not be repaid in full in connection therewith. No assurances can be given that the Moody's rating condition in respect of the debt issued under the Retention Financing can be satisfied or that the written consent from a majority of each class of debt issued under the Retention Financing can be obtained in connection with any such proposed extension of the Stated Maturity. Accordingly, an extension of the Stated Maturity with respect to any Note may not be permitted to occur even if the Collateral Manager and Holders of the Subordinated Notes have determined that it would otherwise be advantageous to do so. See "*—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*".

As described under "*Description of the Notes—Optional Redemption, Clean-Up Call Redemption and Tax Redemption*," Refinancing Proceeds may be used in connection with either a redemption in whole of the Secured Notes or a redemption in part of the Secured Notes by Class. However, any such redemption by Refinancing is subject to satisfaction of certain conditions, as further set forth therein. Neither the holders of the Notes nor any of the other Secured Parties will have any cause of action against any of the Co-Issuers, the Collateral Manager, the Collateral Administrator or the Trustee for any failure to obtain a Refinancing. If a Refinancing is obtained meeting the requirements of the Indenture, the Co-Issuers and the Trustee (at the direction of the Issuer) will amend the Indenture to the extent necessary to reflect the terms of the Refinancing and, notwithstanding anything to the contrary in the Indenture (including those terms of the Indenture described under "*Description of the Notes—Modification of Indenture*") no further consent for such amendments will be required from the holders of Notes other than holders of the Subordinated Notes directing the redemption, if applicable. No assurance can be given that any such amendments to the Indenture or the terms of any Refinancing will not adversely affect the holders of any Class or Classes of Notes not subject to redemption (or, in the case of the Subordinated Notes, the holders of the Subordinated Notes who do not form a part of the holders of the Subordinated Notes directing such redemption).

Holders of Subordinated Notes may be adversely affected by a Reset Amendment

The Indenture permits the Collateral Manager and the Holders of a Majority of the Subordinated Notes to collectively direct and/or consent to an amendment of the Indenture that effects an Optional Redemption, with Refinancing Proceeds, of all, but not less than all, Classes of the Secured Notes in whole, but not in part (and issue replacement securities or loans in connection therewith) and, simultaneously, amends the Indenture to extend the Stated Maturity of the Subordinated Notes, issue such replacement securities or loans with an extended stated maturity or non-call period, extends the Reinvestment Period, amends the Weighted Average Life Test, and/or makes various other changes to the Indenture without the consent of any other Holders of the Notes, including other Holders of the Subordinated Notes. For further details, see "*Description of the Notes—The Indenture—Modification of Indenture—Reset Amendments*." Accordingly, the Indenture may be amended in such manner without the consent of such Holders and such amendments may have an adverse effect on the yield on, or liquidity of, the Subordinated Notes.

Valuation Information; Limited Information

None of Jefferies, the Collateral Manager or any other Transaction Party will be required to provide periodic pricing or valuation information to investors. Investors will receive limited information with regard to the Collateral Obligations, and none of the Transaction Parties (including the Issuer, Trustee, Collateral Administrator or Collateral Manager) will be required to provide any information other than what is required in the Indenture or the Collateral Management Agreement. Furthermore, if any information is provided to the Holders (including required reports under the Indenture), such information may not be audited. Finally, the Collateral Manager may be in possession of material, non-public information with regard to the Collateral Obligations and will not be required to disclose such information to the Holders.

Control of Remedies

The Controlling Class will have the right to direct certain actions and control certain decisions, including if an Event of Default occurs and is continuing with respect to remedies and acceleration of maturity on the Notes, providing consent to certain amendments of the Indenture, and directing or consenting to certain actions under the Collateral Management Agreement with respect to removal for cause of the Collateral Manager and appointment of a successor

manager. Holders of Notes of the Controlling Class are not required under the Indenture to take into account the interests of any other Class. The remedies and other actions pursued by the Controlling Class could be adverse to the interests of Holders of other Classes of Notes.

Amendments to the Indenture

The Indenture will provide that the Co-Issuers and the Trustee may enter into supplemental indentures to modify various provisions of the Indenture. Execution of supplemental indentures is subject to various conditions precedent. In certain cases, the consent of holders of Notes is required, but, in certain cases, such consent is not required. Further, the Issuer may be unable to obtain required consents for amendments that the Collateral Manager believes would be beneficial. See "*Description of the Notes—Modification of Indenture*."

Average Life and Prepayment Considerations

The average life of the Secured Notes is expected to be shorter than the number of years remaining to the Stated Maturity. The average life of the Secured Notes will be affected by a number of factors, including any early termination of the Reinvestment Period, any redemption or any acceleration described herein, the amount and frequency of principal payments on the Secured Notes as a result of the failure of Coverage Tests or the Interest Diversion Test or a Moody's Ramp-Up Failure, the financial condition of the obligors of the underlying Collateral Obligations and the characteristics of such obligations, including the stated maturity, existence and frequency of exercise of any redemption rights (or tender offers or exchange offers for such obligations), the prevailing level of interest rates, the redemption price, the actual default rate and the actual level of recoveries on defaulted obligations, the level of reinvestment of certain types of proceeds permitted to be reinvested, prepayments and the amount and frequency of any sales of Collateral Obligations by the Collateral Manager and the ability of the Collateral Manager to invest in additional Collateral Obligations. A shortening of the average life of the Secured Notes may adversely affect returns on the Subordinated Notes. As set forth under "*—Priority of Payments—Application of Interest Proceeds*, Interest Proceeds will be applied to pay scheduled payments of principal on the Class X Notes on each Payment Date until paid in full and accordingly the Class X Notes are expected to be paid in full on the April 2026 Payment Date.

The Issuer or the Co-Issuers, as applicable, may cause the redemption (in whole but not in part) of all Classes of the Notes or the re-pricing of any of the Re-Pricing Eligible Classes, as described under, and subject to the conditions described in, "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*" and "*Description of the Notes—Re-Pricing Amendments*". In addition, the Notes may be accelerated upon the occurrence of an Event of Default. There can be no assurance that, upon any redemption, the proceeds realized would permit any payment on the Subordinated Notes after all required payments are made in accordance with the Priority of Payments, or upon an acceleration of the Secured Notes, the proceeds realized would be sufficient to pay the Secured Notes in full and permit any payment on the Subordinated Notes. In particular, the market prices of the Collateral Obligations and any payment due to hedge counterparties will affect returns on the Subordinated Notes. In addition, a redemption of all the Secured Notes or acceleration of the Secured Notes could require the Collateral Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the obligations sold.

The Re-Pricing Eligible Classes are subject to Re-Pricing

The Re-Pricing Eligible Classes are subject to re-pricing on any Business Day occurring after the Non-Call Period. In particular, if directed by the Collateral Manager or a Majority of the Subordinated Notes, the Issuer (or the Collateral Manager on its behalf) shall be entitled, in the case of any of the Re-Pricing Eligible Classes, to reduce the spread over the Benchmark or the fixed interest rate (as applicable) applicable to such Class(es) pursuant to certain procedures described under "*Description of the Notes—Re-Pricing Amendments*"; *provided* that (x), in the case of a Re-Pricing directed by the Collateral Manager, a Majority of the Subordinated Notes has not objected to the terms of the Re-Pricing Amendment in writing within five days of delivery of the Re-Pricing Proposal Notice and (y) in the case of a Re-Pricing directed by a Majority of the Subordinated Notes, the Collateral Manager has not objected to the terms thereof in writing within five days of the delivery of the Re-Pricing Proposal Notice. Because distributions on the Subordinated Notes and payment of the Subordinated Management Fee are subordinated to payments of interest on the Secured Notes, the Holders of the Subordinated Notes and the Collateral Manager will have an incentive to direct a Re-Pricing Amendment. Such Re-Pricing Amendment could occur for example, if interest rates on investments similar to any such Class, as applicable, fall below current levels and may occur at a time when the applicable Class is trading in the market at a premium. The exercise of the Re-Pricing Amendment option may reduce or eliminate

such premium on the applicable Class and may occur at a time when other investments bearing the same rate of interest relative to the level of risk assumed may be difficult or expensive to acquire. See "*Description of the Notes—Re-Pricing Amendments*".

In addition, if any holders of a Re-Pricing Affected Class do not affirmatively consent to the proposed Re-Pricing Amendment in the manner and within the time period described herein, the Issuer (or the Re-Pricing Intermediary on behalf of the Issuer) will have the right to cause a sale of the Re-Pricing Affected Classes held by such non-consenting holders on the Re-Pricing Date to one or more transferees specified by or on behalf of the Issuer at a sale price equal to par *plus* accrued interest to (but excluding) the Re-Pricing Date. The consequence of such a sale to such non-consenting holders will be similar to that of an early redemption of such Class of Secured Notes, as applicable. See "*—Average Life and Prepayment Considerations*" above.

Pursuant to the Retention Financing, the Collateral Manager will agree to not permit any Re-Pricing under the Indenture that is not a Permitted Re-Pricing, so long as any debt related to the Retention Notes is outstanding under the Retention Financing. As a result of such restriction and the Collateral Manager's right under the Indenture to object to a Re-Pricing, a Re-Pricing may not be permitted to occur even if the Collateral Manager or the Holders of the Subordinated Notes have determined that it would otherwise be advantageous to do so. See "*—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*".

Additional Issuances of Notes or Permitted Use Funds May Prevent the Failure of Coverage Tests and an Event of Default

At any time during the Reinvestment Period (or, in the case of an issuance of Subordinated Notes and/or Junior Mezzanine Notes only, during or after the Reinvestment Period), the Co-Issuers (or the Issuer, as applicable) may issue and sell additional notes of any one or more new classes of notes that are subordinated to the existing Secured Notes (and subordinated to or *pari passu* with the most junior class of securities of the Issuer or the Co-Issuers, as applicable (other than the Subordinated Notes), issued pursuant to the Indenture, if any class of securities issued pursuant to the Indenture other than the Secured Notes and the Subordinated Notes is then outstanding) and/or additional Notes of any one or more existing Classes other than Class X Notes (on a *pro rata* basis across all existing Classes of Notes unless only Subordinated Notes and/or Junior Mezzanine Notes are being issued) and use the net proceeds to purchase additional Collateral Obligations or for other purposes, in each case, to the extent permitted under the Indenture if the conditions for such additional issuance described under "*Description of the Notes—Modification of Indenture*" and "*Description of the Notes—Additional Issuance*" are met. The net proceeds of the additional issuance may be used as Principal Proceeds to acquire Collateral Obligations or for other purposes permitted under the Indenture. With respect to the issuance of Subordinated Notes and/or Junior Mezzanine Notes during or after the Reinvestment Period, such proceeds may be applied as Principal Proceeds or may be used for any Permitted Use designated by the Collateral Manager with the consent of a Majority of the Subordinated Notes. See "*Security for the Secured Notes—Permitted Use Funds*" for a description of such Permitted Uses. The use of such Permitted Use Funds amount may have the effect of causing a Coverage Test that was otherwise failing to be cured or modifying the effects of events that would otherwise give rise to an Event of Default and permit the Controlling Class to exercise remedies under the Indenture.

The Collateral Manager will agree, pursuant to the Retention Financing, to not permit any additional issuance of Notes under the Indenture so long as any debt related to the Retention Notes is outstanding under the Retention Financing and such debt would not be repaid in full in connection therewith. As a result of such restriction, an additional issuance may not be permitted to occur even if the Collateral Manager and the Holders of the Subordinated Notes have determined that it would otherwise be advantageous to do so. See "*—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*".

No Initial Purchaser Role Post-Closing

The Initial Purchaser takes no responsibility for, and has no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Assets or the actions of the Collateral Manager or the Issuer and no authority to advise the Collateral Manager or the Issuer or to direct their actions, which will be solely the responsibility of the Collateral Manager and the Issuer. While the Initial Purchaser may own Notes at any time, it has no obligation

to make any investment in any Notes and may sell at any time any Notes it does purchase. If Jefferies or its affiliates own Notes, they will have no responsibility to consider the interests of any other owner of Notes with respect to actions they take or refrain from taking in such capacity.

Beneficial Owners of Global Notes

Holders of beneficial interests in any Global Note will not be considered registered Holders under the Indenture. After payment of any interest, principal or other amount to DTC, the Issuer (or in the case of Co-Issued Notes, the Co-Issuers) will not have any responsibility or liability for the payment of such amount by DTC or to any owner of a beneficial interest. Further, beneficial owners may experience delays in payments as upon receipt of such payments, DTC will be required to credit them to the accounts of its participants which thereafter will be required to credit them to the accounts of the applicable owners of the Notes, either directly or indirectly through indirect participants.

DTC or its nominee will be the sole Holder of each Global Note, and therefore owners of a beneficial interest in a Global Note must rely on the procedures of DTC and, if such person is not a participant in DTC, on the procedures of the participant through which such person holds such interest with respect to the exercise of voting rights of a Holder.

Ratings on the Secured Notes and the Collateral Obligations

The Issuer has hired Moody's to provide ratings on the Class X Notes, the Class A-1N Notes, the Class A-1F Notes, the Class A-2N Notes, the Class A-2F Notes, the Class BN Notes, the Class BF Notes, the Class C Notes and the Class E Notes (collectively the "**Moody's-Rated Notes**") and Fitch to provide a rating on the Class X Notes, the Class A-1N Notes, the Class A-1F Notes, the Class D1 Notes and the Class D2 Notes (collectively the "**Fitch-Rated Notes**"). A Rating Agency may have a conflict of interest where, as is the case with the ratings of the Secured Notes (with the exception of unsolicited ratings), the issuer of a security pays the fee charged by the rating agency for its rating services. A credit rating is not a recommendation to buy, sell or hold a security, and it may be subject to revisions or withdrawal at any time by the assigning Rating Agency. Moreover, the Rating Agencies may change their published ratings criteria or methodologies applicable to the Notes at any time and may retroactively apply any such new standards. Any such action could result in a substantial lowering, suspension or withdrawal of any rating assigned to any Class of Secured Notes, despite the fact that such Class might still be performing fully to the specifications described in this Offering Circular and set forth in the Transaction Documents. Additionally, any Rating Agency may, at any time and without any change in its published ratings criteria or methodology, lower, suspend or withdraw any rating assigned by it to any Class of Secured Notes. If any rating initially assigned to any Class is subsequently lowered, suspended or withdrawn for any reason, the market value of such Notes may be reduced such that interests in those Notes may not be able to be sold except at a substantial discount.

In addition to the ratings assigned to the Secured Notes, the Issuer will be utilizing ratings assigned by Moody's and S&P to obligors of individual Collateral Obligations. Such ratings will primarily be publicly available ratings but may also include private credit estimates or may be derived through other methods permitted under the Indenture. There can be no assurance that Moody's or S&P will continue to assign such ratings utilizing the same methods and standards utilized today despite the fact that such Collateral Obligation might still be performing fully to the specifications set forth in its Underlying Instruments. Any change in such methods and standards could result in a significant rise in the number of Caa/CCC Collateral Obligations in the Assets, which could cause the Issuer to fail to satisfy the Overcollateralization Test on subsequent Determination Dates, which failure could lead to the early amortization of some or all of one or more Classes of the Secured Notes.

Potential for Unsolicited Ratings

In compliance with Rule 17g-5 under the Exchange Act ("**Rule 17g-5**"), the Issuer has and will cause to be posted on a password-protected internet website, at or before the time that such information is provided to a Rating Agency, all information the Issuer provides to such Rating Agency for the purposes of determining its initial credit rating of the Secured Notes or undertaking credit rating surveillance of the Secured Notes. Nationally recognized statistical rating organizations ("**NRSROs**") providing the requisite certification will have access to all information posted on such website. As a result, an NRSRO other than the Rating Agencies may issue ratings on the Notes ("**Unsolicited Ratings**"), which may be lower, and could be significantly lower, than the ratings assigned by the Rating Agencies. In addition, either Rating Agency may issue an unsolicited rating on a Class other than the Class(es) for which it is providing ratings on the Closing Date and such unsolicited rating may be lower than the equivalent rating being

provided by the other Rating Agency on such Class. Unsolicited Ratings may be issued prior to or after the Closing Date. Issuance of an Unsolicited Rating will not affect or delay the issuance of the Notes. Issuance of an Unsolicited Rating lower than the ratings assigned by the Rating Agencies on the Secured Notes could adversely affect the value and liquidity of such Notes and, for certain investors, could affect the status of the Notes as a legal investment or the capital treatment of the Secured Notes. Investors in the Secured Notes should monitor whether an Unsolicited Rating has been issued and should consult with their advisors regarding the effect of the issuance of an Unsolicited Rating that is lower than the expected ratings set forth in this Offering Circular. In addition, if the Issuer does not comply with Rule 17g-5 (by not providing required information to non-hired NRSROs through the website or otherwise), a Rating Agency could withdraw its ratings on one or more Classes of Secured Notes, which could adversely affect the market value, liquidity and transferability of such Notes and may adversely affect any beneficial owner that relies on ratings of such Notes for regulatory or other compliance purposes.

ERISA Considerations

Transfers of the Notes may be subject to certain restrictions, and Purchasers and transferees may be required to make (or deemed to have made) certain representations, in each case, with respect to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, section 4975 of the Code and substantially similar non-U.S., federal, state and local laws. See "*Certain ERISA Considerations*" and "*Transfer Restrictions*".

Relating to Taxes

Changes in Tax Law; No Gross-up in Respect of Notes

All payments made on the Notes will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by FATCA or any applicable law, as modified by the practice of any relevant governmental revenue authority then in effect. Although no Jersey or U.S. federal withholding tax or deduction currently is expected to be imposed on the payments of interest or principal or other amounts on the Notes to holders that provide appropriate tax certifications, there can be no assurance that, as a result of a change in any applicable law, treaty, rule, regulation, or interpretation thereof (whether by official or informal means), or as a result of the application of FATCA, the payments on the Notes would not in the future become subject to withholding taxes or deductions. In the event that any withholding tax or deduction is imposed on payments on the Notes, the Issuer will not "gross up" payments to the holders of the Notes.

Changes in Tax Law; Imposition of Tax on Issuer

The Issuer currently is not subject to Jersey tax. There can be no assurance, however, that the Issuer will not in the future be subject to tax by Jersey or some other jurisdiction as a result of a change in law. In the event that tax is imposed on the Issuer, the Issuer's ability to repay the Notes may be impaired.

Changes in Tax Law; Imposition of Net Income Tax on Non-U.S. Holders

Interest and principal payments on the Notes to a Non-U.S. Holder (as defined below in "*Certain U.S. Federal Income Tax Considerations*") and gain recognized on the sale, exchange or retirement of the Notes by a Non-U.S. Holder currently will not be subject to U.S. federal income tax unless the payments or gain are effectively connected with a trade or business conducted by the Non-U.S. Holder in the United States or, in the case of gain, the Non-U.S. Holder is a nonresident alien individual who holds the Notes as a capital asset and is present in the United States for more than 182 days in the taxable year of the sale and certain other conditions are satisfied. However, no assurance can be given that Non-U.S. Holders will not in the future be subject to tax imposed by the United States.

Changes in Tax Law; No Gross-Up in Respect of Collateral Obligations

A Collateral Obligation generally will only be eligible for purchase by the Issuer if, at the time it is purchased, either the payments thereon are not subject to withholding taxes (other than withholding taxes imposed (A) on commitment fees, amendment fees, waiver fees, consent fees, extension fees or similar fees or (B) under FATCA) or the obligor thereof is required to "gross up" payments on account of such withholding taxes. There can be no assurance that, as a result of any change in any applicable law, treaty, rule, regulation or interpretation thereof, payments on Collateral Obligations would not in the future become subject to withholding taxes. In that event, if the obligors of such Collateral Obligations were not then required to make "gross up" payments that cover the full amount of any such withholding taxes, the amounts available to make payments on the Notes would accordingly be reduced. There

can be no assurance that remaining payments on the Collateral Obligations would be sufficient to make timely payments on each Class of Notes.

Trade or Business within the United States

The Issuer's profits will not be subject to U.S. federal income tax on a net income basis (including the branch profits tax), unless the Issuer is treated as engaged in a U.S. trade or business. Upon the issuance of the Notes, Mayer Brown LLP will deliver an opinion generally to the effect that, under current law, assuming compliance with the Indenture and the Collateral Management Agreement (and certain other documents) and based upon certain factual representations made by the Issuer and/or the Collateral Manager, although no activity closely comparable to that contemplated by the Issuer has been the subject of any U.S. Treasury regulations, revenue ruling or judicial decision, the Issuer will not be treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes and, accordingly, the Issuer will not be subject to U.S. federal income tax on a net basis. The opinion of Mayer Brown LLP will be based on certain factual assumptions, covenants and representations as to the Issuer's contemplated activities. The Issuer intends to conduct its affairs in accordance with such assumptions and representations. However, you should be aware that the opinion referred to above will be predicated upon the Collateral Manager's compliance with the Tax Guidelines, which are intended to prevent the Issuer from engaging in activities which could give rise to a trade or business within the United States. Although the Collateral Manager has generally undertaken to comply with the Tax Guidelines, the Collateral Manager is permitted to depart from the Tax Guidelines (i) if it obtains an opinion from nationally recognized tax counsel (or written advice from Mayer Brown LLP or Orrick, Herrington & Sutcliffe LLP) that the departure will not cause the Issuer to be treated as engaged in a trade or business within the United States or (ii) to the extent the Collateral Manager actually knows that (a) there has been a change in law, or the interpretation thereof, after the Closing Date that is relevant to such departure and (b) as a result of such change, compliance with the Tax Guidelines would cause the Issuer to be engaged, or deemed to be engaged, in a trade or business within the United States (it being understood that the Collateral Manager will have no affirmative obligation to monitor or investigate changes in U.S. tax laws). There can be no assurance that any such opinion or advice of tax counsel will be consistent with Mayer Brown LLP's current views and opinion standards, and any such departures would not be covered by the opinion of Mayer Brown LLP referred to above. Furthermore, the Collateral Manager is not obligated to monitor (and in some cases, conform the Issuer's activities in order to comply with) changes in law that could affect whether the Issuer is treated as engaged in a U.S. trade or business. Accordingly, the Collateral Manager might act in accordance with the Tax Guidelines notwithstanding the issuance of new decisions by the courts, new legislation or official guidance (regardless of whether such new interpretation, legislation or guidance would either merely increase the risk that the Issuer would be, or actually cause the Issuer to be, engaged in a U.S. trade or business). In addition, although the Collateral Manager can be removed for cause, the definition of "cause" in the context of violations of the Tax Guidelines is not clear. Such violations will not constitute "cause" if they do not have, and cannot reasonably be expected to have, a material adverse effect on the Holders. It is not certain that a violation of the Tax Guidelines that causes an increase in the risk that the Issuer will be engaged in a trade or business in the United States for U.S. federal income tax purposes (without actually having that effect) will be treated as reasonably being expected to have such a material adverse effect. The opinion of special U.S. tax counsel is based on the Transaction Documents as of the Closing Date and, accordingly, will not address any potential U.S. federal income tax effect of any supplemental indenture. In addition, the opinion of Mayer Brown LLP and any such other advice or opinions are not binding on the U.S. Internal Revenue Service (the "**IRS**") or the courts, and no ruling will be sought from the IRS regarding this, or any other, aspect of the U.S. federal income tax treatment of the Issuer. Accordingly, in the absence of authority on point, the U.S. federal income tax treatment of the Issuer is not entirely free from doubt, and there can be no assurance that positions contrary to those stated in the opinion of Mayer Brown LLP or any such other advice or opinions may not be asserted successfully by the IRS.

If it is determined that the Issuer is engaged in a trade or business in the United States for U.S. federal income tax purposes, and the Issuer has taxable income that is effectively connected with such trade or business, the Issuer will be subject under the Code to the regular U.S. corporate income tax on its effectively connected taxable income, which may be imposed on a gross basis, and possibly to a 30% branch profits tax and U.S. state and local taxes as well. The imposition of such a tax liability could materially adversely affect the Issuer's ability to make payments on the Notes. The imposition of taxes may also result in a redemption of the Notes in the manner described under "*Description of the Notes—Tax Redemption*."

Issuer Subsidiaries May Be Subject to U.S. Federal Income Tax

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Indenture, certain Equity Securities and securities or obligations received in a workout, restructuring, amendment, supplement, exchange or modification may be owned by one or more Issuer Subsidiaries wholly owned by the Issuer. Any non-U.S. Issuer Subsidiary may be treated as engaged in a trade or business within the United States and may be subject to U.S. federal income tax (and possibly a 30% branch profits tax) on a net income basis at normal corporate tax rates, and may be required to file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or the Issuer Subsidiary may be subject to a 30% U.S. withholding tax on some or all of its income. In addition, U.S. Holders (as defined below in "*Certain U.S. Federal Income Tax Considerations*") of any class of the Secured Notes that the IRS characterizes as equity in the Issuer for U.S. federal income tax purposes and Subordinated Notes will not be permitted to use losses recognized by the Issuer Subsidiary to offset gains recognized by the Issuer and may be subject to the adverse "passive foreign investment company" ("**PFIC**") or "controlled foreign corporation" ("**CFC**") rules with respect to the Issuer Subsidiary described below under "*Certain U.S. Federal Income Tax Considerations—U.S. Holders of the Subordinated Notes—Passive Foreign Investment Company*." In the case of a U.S. Issuer Subsidiary, the Issuer Subsidiary would be subject to U.S. federal income tax on a net income basis at normal corporate tax rates, and would be required to file U.S. tax returns and reports. In addition, distributions from the Issuer Subsidiary to the Issuer may be subject to a 30% U.S. withholding tax. Prospective investors should consult their tax advisors regarding their consequences if the Issuer organizes an Issuer Subsidiary.

The existence of both a U.S. Issuer Subsidiary and a non-U.S. Issuer Subsidiary may cause the non-U.S. Issuer Subsidiary to be treated as a CFC which could result in current income recognition, and trigger filing requirements, with respect to the non-U.S. Issuer Subsidiary for current holders of Subordinated Notes (or any other Classes of Notes treated as equity for U.S. federal income tax purposes). Investors should consult their tax advisors regarding the consequences of the existence of both a U.S. Issuer Subsidiary and a non-U.S. Issuer Subsidiary. See "*Certain U.S. Federal Income Tax Considerations—U.S. Holders of the Subordinated Notes—Controlled Foreign Corporation.*"

Jersey – Automatic Exchange of Financial Account Information

Jersey has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (the "**Jersey IGA**"). Jersey has also signed, along with a substantial number of other countries, a multilateral competent authority agreement to implement the Organisation for Economic Co-operation and Development ("**OECD**") Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard ("**CRS**" and together with the Jersey IGA, "**AEOI**").

Jersey regulations have been issued to give effect to the Jersey IGA and the CRS (collectively, the "**Jersey AEOI Regulations**"). The Jersey government has issued guidance notes in respect of the CRS in Jersey which are supplementary to the core guidance issued by the OECD. There are also separate guidance notes in respect of the Jersey IGA.

All Jersey "Financial Institutions" are required to comply with the registration, due diligence and reporting requirements of the Jersey AEOI Regulations, unless they are able to rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the relevant Jersey AEOI Regulations) with respect to one or more of the AEOI regimes. The Issuer does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the Jersey AEOI Regulations. Each owner of an interest in the Notes will be required to provide the Issuer or its agents with information necessary to comply with such requirements and the failure to do so may result in a forced transfer of the Notes.

The Jersey AEOI Regulations require the Issuer to, among other things (i) register with the IRS to obtain a Global Intermediary Identification Number (a "**GIIN**") (in the context of the Jersey IGA only), (ii) register with, and notify, the Comptroller of Taxes in Jersey of Issuer's status as a "Reporting Financial Institution", (iii) conduct due diligence on its accounts to identify whether any such accounts are considered "Reportable Accounts" and (iv) report information on such Reportable Accounts to the Comptroller of Revenue in Jersey. The Comptroller of Revenue in Jersey will transmit the information reported to it to the overseas fiscal authority relevant to a reportable account (i.e. the IRS in the case of a U.S. Reportable Account) annually on an automatic basis.

The Issuer Will Be Required to Comply with Certain Reporting and Informational Requirements.

FATCA imposes a 30% withholding tax on certain payments if the payee is not compliant with FATCA. This withholding tax generally applies to certain U.S. source payments. Under the terms of the Jersey IGA, the Issuer will not be required to enter an agreement with the IRS, but will instead be required to register with the IRS to obtain a Global Intermediary Identification Number ("**GIIN**") and comply with the Jersey AEOI Regulations, which, among other things, give effect to the Jersey IGA. Under the terms of the Jersey AEOI Regulations, the Issuer will be required to (i) obtain information regarding each holder of its Notes (other than the Notes treated as regularly traded on an established securities market) as is necessary to determine which, if any, such holders are U.S. Tax Persons or United States owned foreign entities, (ii) provide annually to the Comptroller of Taxes in Jersey the name, address, taxpayer identification number and certain other information with respect to certain holders and beneficial owners of Notes (other than Notes that are treated as regularly traded on an established securities market) that are U.S. Tax Persons or that are United States owned foreign entities and (iii) comply with certain other due diligence procedures, withholding and other requirements. There cannot be any assurance that the procedures adopted by the Issuer to obtain the necessary information from holders will be effective in that regard. In addition, the Issuer may not be treated as complying with FATCA if any person owns more than 50% of the Subordinated Notes or, with respect to any period during which any Class E Notes are treated as equity interests in the Issuer for U.S. federal income tax purposes, owns more than 50% of the Class E Notes (or otherwise is treated as owning more than 50% of the voting power and value of the Issuer's equity for U.S. federal income tax purposes) and such person or a member of such person's "expanded affiliated group" is not compliant with FATCA. Although any holder that owns in the aggregate more than 50% of any such Class, by value, or is otherwise treated as a member of the Issuer's "expanded affiliated group" will be required to represent that any member of its expanded affiliated group (other than the Issuer or any Issuer Subsidiary) that is a foreign financial institution has complied with FATCA, there cannot be any assurance that these procedures will be effective in that regard.

Under the terms of the Jersey IGA, withholding will not be imposed on payments made to the Issuer, unless the IRS has specifically listed the Issuer as a non-participating foreign financial institution. However, if the Issuer were not able to comply with the Jersey AEOI Regulations, the Issuer could become subject to a 30% U.S. withholding tax on all or substantially all of its income. Such a withholding tax could materially affect the Issuer's ability to make payments on the Notes. In addition, the imposition of any withholding tax on payments to the Issuer could result in a Tax Event.

Although not currently required under the Jersey IGA, the Issuer may be required to withhold on payments to holders that are "nonparticipating foreign financial institutions," as defined in FATCA, made on or after the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment." Under a grandfathering rule, however, no withholding under FATCA is required on payments (including gross proceeds) made in respect of the Notes that are properly treated as indebtedness for U.S. federal income tax purposes, unless those Notes are materially modified after the date falling six months after the date of publication of final regulations defining the term "foreign passthru payments." Any Notes treated as equity for U.S. federal income tax purposes, such as the Subordinated Notes, will not be grandfathered.

As discussed above, if a holder or an intermediary through which it holds its Notes either fails to provide the Issuer, its agents, the Trustee or authorized representatives with any correct, complete and accurate information that may be required for the Issuer to comply with FATCA or the holder is a nonparticipating foreign financial institution, the holder may be subject to withholding on amounts otherwise distributable to the holder, the holder may be compelled to sell its Notes or, in certain situations, the holder's Notes may be sold involuntarily. No additional amounts will be payable to a holder on account of FATCA. In addition, each holder must indemnify the Issuer, the Trustee and their respective agents from any and all costs, damages, taxes and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from that holder's failure to provide the Issuer, its agents or authorized representatives with any information requested by the Issuer or any agent of the Issuer. Moreover, the Issuer is also permitted to enter into a supplemental indenture without the consent of holders to provide for any measures that the Issuer deems appropriate or necessary to comply with FATCA.

OECD Common Reporting Standard

Jersey has also signed, along with a substantial number of other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information—Common

Reporting Standard (the "**CRS**"), which requires "Financial Institutions", such as the Issuer, to identify, and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS. The Issuer must also adopt and implement written policies and procedures setting out how it will address its obligations under the CRS.

The Issuer Will Be a PFIC and May Be a CFC

The Issuer will be a PFIC for U.S. federal income tax purposes, which means that a U.S. Holder of Subordinated Notes may be subject to adverse tax consequences that generally may be avoided if it elects to treat the Issuer as a "qualified electing fund" ("**QEF**") and to recognize currently its pro rata share of the Issuer's ordinary earnings and net capital gain whether or not distributed to such U.S. Holder. In addition, depending on the overall ownership of the Subordinated Notes, a U.S. Holder of more than 10% of the Subordinated Notes may be treated as a "U.S. shareholder" in a CFC and required to recognize currently its proportionate share of the "subpart F income" of the Issuer whether or not distributed to such U.S. Holder. A U.S. Holder that makes a QEF election, or that is required to include subpart F income in the event that the Issuer is treated as a CFC, may recognize income in amounts significantly greater than the payments received from the Issuer. See "*Certain U.S. Federal Income Tax Considerations—U.S. Holders of the Subordinated Notes*."

Possible Treatment of the Class E Notes as Equity in the Issuer for U.S. Federal Income Tax Purposes

The Class E Notes (the "**Issuer-Only Secured Notes**") could be treated as representing equity in the Issuer for U.S. federal income tax purposes. If any Issuer-Only Secured Notes are so treated, gain on the sale of an Issuer-Only Secured Note could be treated as ordinary income and subject to additional tax in the nature of interest under the rules applicable to PFICs, and certain interest on the Issuer-Only Secured Notes could be subject to the additional tax. U.S. Holders may be able to avoid these adverse consequences by filing a "protective" QEF election with respect to their Issuer-Only Secured Notes. See "*Certain U.S. Federal Income Tax Considerations—U.S. Holders of the Secured Notes—Alternative Characterization of the Class E Notes*." In addition, any Class of Note treated as equity for U.S. federal income tax purposes will not be treated as grandfathered from withholding on "foreign passthru payments" under FATCA.

Notes Issued in Additional Issuances May Not Be Fungible for U.S. Federal Income Tax Purposes with Notes Issued in the Original Offering

Whether any new notes would be fungible for U.S. federal income tax purposes with the Notes issued on the Closing Date would depend on whether the issuance of such new notes would be treated as a "qualified reopening" within the meaning of U.S. Treasury regulations. This determination will depend on facts that cannot be determined at this time, including the date on which such issuance occurs, the yield of the outstanding Notes at that time (based on their fair market value) and whether any outstanding Notes are publicly traded or quoted at that time.

Changes to U.S. Tax Rules and Regulatory Changes Affecting the Holders of the Notes

In December 2017, the United States enacted federal income tax reform, which significantly changes the U.S. federal income tax system. Although this Offering Circular takes into account this U.S. federal income tax law, its provisions are complex. Prospective investors should consult their own tax advisors regarding the potential impact of this new U.S. federal income tax law on the U.S. federal income tax consequences to them in light of their particular circumstances.

U.S. State and Local Taxes May Reduce a Holder's Anticipated Return on the Notes

In addition to the U.S. federal income tax consequences described in "*Certain U.S. Federal Income Tax Considerations*" and "*Certain ERISA Considerations*" herein, potential investors should consider the U.S. state and local income tax consequences of the acquisition, ownership, and disposition of the Notes. U.S. state and local income tax law may differ substantially from the corresponding federal law, and this Offering Circular does not purport to describe any aspect of the income tax laws of any U.S. state or local jurisdiction. Therefore, potential investors should consult their own tax advisors with respect to the various U.S. state or local tax consequences of an investment in the Notes.

Relating to the Collateral Obligations

Below Investment Grade Debt Obligations

It is expected that substantially all of the Collateral Obligations will be rated below investment grade. Such debt obligations have greater credit and liquidity risk than investment grade obligations. The lower rating of such obligations reflects a greater possibility that adverse changes in the financial condition of an obligor or in general economic conditions, or both, may impair the ability of the Issuer to make payments on the Notes. In addition, obligors of below investment grade debt obligations may be highly leveraged and may not have available to them more traditional methods of financing. During an economic downturn, a sustained period of rising interest rates, or a period of fluctuating exchange rates (in respect of those obligors with operations located in non-U.S. countries), such obligors may be more likely to experience financial stress and may be unable to meet their debt obligations due to the obligors' inability to achieve sufficient financial results or the unavailability of financing or under certain market conditions may not be able to refinance their debt obligations which may increase their risk of default. There can be no assurance that default rates for below investment grade debt obligations will not increase, perhaps significantly, in the future. All risks associated with the Issuer's investment in such obligations will be borne by the owners of the Notes, beginning with the Subordinated Notes as the most junior Class of Notes. See "*—Defaults; Market Volatility*".

Liens Arising by Operation of Law

Federal or state law may grant liens on the collateral (if any) securing a Collateral Obligation that have priority over the Issuer's interest. An example of a lien arising under federal or state law is a tax or other government lien on property of an issuer of a Collateral Obligation. A tax lien may have priority over the Issuer's lien on such collateral. To the extent a lien having priority over the Issuer's lien exists with respect to the collateral related to any Collateral Obligation, the Issuer's interest in the asset will be subordinate to such lien. If the creditor holding such lien exercises its remedies, it is possible that, after such creditor is repaid, sufficient cash proceeds from the underlying collateral will not be available to pay the outstanding principal amount of such Collateral Obligation.

Loan Repricing; Credit Spread Volatility

In addition to default frequency, recovery rate and market price volatility, leveraged loans may experience volatility in the spread that is paid on such leveraged loans. Such spreads will vary based on a variety of factors, including, but not limited to, the level of supply and demand in the leveraged loan market, general economic conditions, levels of relative liquidity for leveraged loans, the actual and perceived level of credit risk in the leveraged loan market, regulatory changes, changes in credit ratings and the methodology used by credit rating agencies in assigning credit ratings, and such other factors that may affect pricing in the leveraged loan market. Since leveraged loans may generally be prepaid at any time without penalty, the obligors of such leveraged loans would be expected to prepay or refinance such leveraged loans if alternative financing were available at a lower cost. For example, if the credit ratings of an obligor were upgraded, the obligor were recapitalized or if credit spreads were declining for leveraged loans, such obligor would likely seek to refinance at a lower credit spread. In addition, borrowers may have the right under the terms of a Collateral Obligation to re-price the interest rate of such Collateral Obligation and prepay any holder or lender that does not accept the new rate. The rates at which leveraged loans may prepay or refinance and the level of credit spreads for leveraged loans in the future are subject to numerous factors and are difficult to predict. Declining credit spreads in the leveraged loan market and increasing rates of prepayments and refinancings will likely result in a reduction of portfolio yield and interest collections on the Collateral Obligations, which would have an adverse effect on the amount available for distributions on Notes, beginning with the Subordinated Notes as the most junior Class of Notes.

Downward movements in interest rates could also adversely affect the performance of non-investment grade obligations with call or redemption features. Such a call or redemption feature would permit the issuer of such debt securities to repurchase such securities from the Issuer. If a call were exercised by such an issuer during a period of declining interest rates, the Issuer likely would have to replace such called non-investment grade Collateral Obligations with lower-yielding Collateral Obligations.

Limited Control of Administration and Amendment of Collateral Obligations

As a holder of an interest in a syndicated loan, the Issuer will have limited consent and control rights and such rights may not be effective in view of the expected proportion of such obligations held by the Issuer. The Collateral

Manager will exercise or enforce, or refrain from exercising or enforcing, any or all of the Issuer's rights in connection with the Collateral Obligations or any related documents.

Due to the size of the Issuer's position in any Collateral Obligation, the Collateral Manager will have limited influence over any amendment, waiver or modification of the Collateral Obligation. The terms or conditions of the Collateral Obligation could be amended, modified or waived in a manner contrary to the interests of the Issuer if the amendment, modification or waiver of such terms or conditions does not require the unanimous consent of the lenders and a sufficient number of other lenders consent to such amendment, modification or waiver. The Collateral Manager may, in accordance with its investment management practices and subject to the applicable terms of the Indenture and the Collateral Management Agreement, elect to accept any offer by the issuer of a security or by any other Person made to all of the holders of such security to purchase or otherwise acquire such security or to convert or exchange such security into or for cash, securities or any other type of consideration, or accept a solicitation by the issuer of a Collateral Obligation to extend or defer the maturity, or to adjust the outstanding balance of, such Collateral Obligation, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. The acceptance of any such offer or solicitation may not be considered an acquisition or purchase of a Collateral Obligation by the Issuer that must comply with the Investment Criteria. Moreover, Holders will not have any rights to direct the Collateral Manager in exercising the Issuer's rights pursuant to any such offer or solicitation, or otherwise under the governing documents of any Collateral Obligation. Any such offer or amendment, waiver or modification relating to a Collateral Obligation could postpone the expected maturity and/or extend the average life of the Notes and reduce the likelihood of timely and complete payment of interest on or principal of the Secured Notes or distributions on the Subordinated Notes.

Participation on Creditors' Committees

Subject to compliance with the Tax Guidelines, the Issuer may (through the Collateral Manager) participate on committees formed by creditors to negotiate the management of financially troubled companies that may or may not be in bankruptcy or the Issuer may seek to negotiate directly with the debtors with respect to restructuring issues. If the Issuer does join a creditors' committee, the participants of the committee would be interested in obtaining an outcome that is in their respective individual best interests and there can be no assurance of obtaining results most favorable to the Issuer in such proceedings. By participating on such committees, the Issuer may be deemed to have duties to other creditors represented by the committees, which might thereby expose the Issuer to liability to such other creditors who disagree with the Issuer's actions.

The Issuer may also be provided with material non-public information that may restrict the Issuer's ability to trade in the company's securities. While the Issuer intends to comply with all applicable securities laws and to make judgments concerning restrictions on trading in good faith, the Issuer may trade in the company's securities while engaged in the company's restructuring activities. Such trading creates a risk of litigation and liability that may cause the Issuer to incur significant legal fees and potential losses.

Limited Information Available About the Collateral Obligations

Except for the monthly reports (each, a "**Monthly Report**") and distribution reports (each, a "**Distribution Report**") required to be provided pursuant to the Indenture, neither the Issuer nor the Collateral Manager will be required to provide Holders or the Trustee with financial or other information (which may include material non-public information) it receives pursuant to the Collateral Obligations and related documents. The Collateral Manager also will not be obligated to disclose to any of these parties the contents of any notice it receives pursuant to the Collateral Obligations or related documents. In particular, the Collateral Manager will not have any obligation to keep any of these parties informed as to matters arising in relation to any Collateral Obligations.

Limitations of Portfolio Diversification

Although no significant concentration with respect to any particular obligor, industry or country (other than the United States) is expected to exist at the Effective Date, the concentration of the portfolio in any one obligor would subject the Notes to a greater degree of risk with respect to defaults by such obligor, and the concentration of the portfolio in any one industry would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry. In purchasing and selling Assets, the Issuer will be required to satisfy certain tests to limit Collateral Obligation concentration in terms of both obligor and industry concentrations. Although the resulting diversification of Collateral Obligations may reduce the risk described above, the diversification requirements

applicable to the Issuer may cause the Issuer to invest in obligors or industries that suffer more defaults than if the Issuer were not required to invest in a diversified portfolio. In addition, to the extent that below investment-grade debt obligations as an asset class generally underperform or experience increased levels of credit losses, liquidity or market volatility, the Collateral Obligations will likely experience credit and trading losses even with significant industry and obligor diversification. There can be no assurance that the diversification guidelines of the Indenture will be effective in minimizing losses on any Class of Notes. In addition, given the capital structure of the Issuer, any losses resulting from defaults and/or trading losses will be borne first by the Subordinated Notes, as the most junior Class of Notes. Because losses on the Assets will be borne first by the Subordinated Notes, losses in value or payment defaults on the obligations of any single obligor or industry sector will likely affect distributions on the Subordinated Notes more than distributions on the more senior Classes. The diversification requirements of the Indenture will not reduce the sensitivity of the distributions on the Subordinated Notes to these losses.

Interest Rate Risk; Hedge Agreements

There will be a rate mismatch between the Notes and a portion of the Collateral Obligations. The Aggregate Outstanding Amount of Floating Rate Notes may be different from the Aggregate Principal Balance of the Floating Rate Obligations. Until a Benchmark Replacement occurs, as described under "*—The Floating Rate Notes are subject to Benchmark Replacement*" below, the Floating Rate Notes will bear interest at a rate based on the Term SOFR Rate. The Floating Rate Obligations may bear interest at rates based on indices other than SOFR, including the London interbank offered rate, and even those based on SOFR will likely have reset dates or periods different from those of the Floating Rate Notes. In addition, the Floating Rate Notes will bear interest based on 3-month SOFR, and there may be a basis mismatch between the Floating Rate Notes and the Floating Rate Obligations with interest rates based on SOFR for a different period of time or even 3-month SOFR for a different accrual period. As a result of all of the foregoing, if SOFR or any other floating rate index applicable to any Collateral Obligation falls, Interest Proceeds available to make payments on the Notes will be reduced and such reduction may not be exactly offset by a corresponding reduction in the Interest Rate on the Floating Rate Notes and will not be offset by any corresponding reduction in the Interest Rate on the Fixed Rate Notes. Conversely, if the Interest Rate on the Floating Rate Notes increases due to a rise in the Term SOFR Rate, such increase may not be exactly offset by a corresponding increase in Interest Proceeds arising from increases in SOFR or any other floating rate index applicable to any Collateral Obligations. The percentage of Floating Rate Obligations at any time is influenced by, among other factors, the amount and frequency of defaults, prepayments, sales by the Collateral Manager of the Collateral Obligations and the amount of Floating Rate Obligations actually held by the Issuer at that time. The portfolio of Collateral Obligations also is expected to include loans with reference rate "floors". Each such loan earns a fixed coupon until the reference rate applicable to the loan rises above the reference rate floor for the loan. This may create additional interest rate mismatch between the Floating Rate Notes and the Floating Rate Obligations. In addition, a limited amount of Fixed Rate Obligations may be included in the Assets. Similar risks and circumstances would exist if the Benchmark were to be changed to a Benchmark Replacement, and such risks and circumstances could be exacerbated depending on what rate is selected as the Benchmark Replacement and the degree to which such rate deviates from the prior Benchmark. The Aggregate Outstanding Amount of the Fixed Rate Notes may be different from the Aggregate Principal Balance of such Fixed Rate Obligations and the interest payable on the Fixed Rate Notes may not correspond to the interest collected on the Fixed Rate Obligations.

Subject to the restrictions described under "*Hedge Agreements*" and upon execution of a supplemental indenture meeting the requirements of the Indenture, the Issuer may enter into Hedge Agreements to reduce the effect of any such interest rate mismatch. However, the Issuer does not expect to enter into any Hedge Agreements on the Closing Date and there can be no assurance that the Issuer will (or can) enter into such Hedge Agreements thereafter or that, if entered into, such Hedge Agreements will significantly reduce the effect of such interest rate mismatches. In addition, there can be no assurance that any such Hedge Agreements will fully cover any deficiency in Interest Proceeds resulting from any interest rate mismatch. Furthermore, although any hedge counterparty will be a highly rated institution at the time of entering into the applicable Hedge Agreement, there can be no assurance that it will meet its obligations under the applicable Hedge Agreement. In the case of an early termination of a Hedge Agreement (including as a result of bankruptcy or default by the hedge counterparty), the Issuer may be required to make a payment to the hedge counterparty and, even if the hedge counterparty makes a termination payment to the Issuer, the Issuer may be required to pay additional amounts to enter into a replacement hedge. There is no assurance that any replacement hedge will have terms as favorable to the Issuer as the terminated hedge. In addition, the actual principal balance of any fixed and floating rate mismatch between the Collateral Obligations and the Notes may not exactly match the notional balance under any Hedge Agreement. All risks associated with any rate, reset date, notional balance

mismatch or termination will be borne by owners of the Notes, beginning with the Subordinated Notes as the most junior Class of Notes. Changes in the Term SOFR Rate applicable to the Floating Rate Notes may adversely affect returns on the Subordinated Notes.

The Floating Rate Notes may be affected by changes in the Benchmark

Initially, the Benchmark used to compute the Interest Rate on each class of the Floating Rate Notes will be the Term SOFR Rate, but as discussed under "*—The Floating Rate Notes are subject to Benchmark Replacement*" below, the Benchmark may in certain circumstances be replaced with a Benchmark Replacement without the consent of any Holder. In either case, the Interest Rate may fluctuate from one Interest Accrual Period to another in response to changes in the relevant Benchmark. The Subordinated Notes do not bear a stated rate of interest. The adoption of the Term SOFR Rate as a benchmark for CLO transactions is very recent, and there is little actual historical data. Although the Federal Reserve Bank of New York started publishing the Secured Overnight Financing Rate ("**SOFR**") in 2018 and has started publishing historical indicative SOFR dating back to 2014, such historical data inherently involves assumptions, estimates and approximations. Since the initial publication of SOFR, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or market rates, and SOFR over the term of the Notes may bear little or no relation to historical actual or historical indicative data. In addition, as of the Closing Date, the Term SOFR Rate will be the rate published by the Term SOFR Administrator, which is CME Group Benchmark Administration Limited. There is no guarantee that CME Group Benchmark Administration Limited will continue to publish SOFR, or that the rates calculated and reported by CME Group Benchmark Administration Limited reflect rates applied in actual transactions. It is likely that SOFR will continue to fluctuate and no representation is made as to what SOFR will be in the future.

As of the Closing Date, it is expected that a substantial portion of the portfolio of Collateral Obligations will bear interest based on the London interbank offered rate ("**Libor**"). On March 5, 2021, the United Kingdom Financial Conduct Authority (the "**FCA**") announced that all Libor settings will either cease to be provided by any administrator, or no longer be representative immediately after December 31, 2021 for one-week and two-month USD LIBOR settings, and immediately after June 30, 2023 for the remaining USD LIBOR settings, including one-month and three-month USD LIBOR (the "**Announcement**"). Concurrent with the Announcement, the Federal Reserve Board, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation released a statement that (i) encouraged banks to cease entering into new contracts that use U.S. dollar Libor as a reference rate as soon as practicable and in any event by December 31, 2021, (ii) indicated that new contracts entered into before December 31, 2021 should either utilize a reference rate other than U.S. dollar Libor or have robust fallback language that includes a clearly defined alternative reference rate after the discontinuation of U.S. dollar Libor and (iii) explained that extending the publication of certain U.S. dollar Libor tenors until June 30, 2023 would allow most legacy U.S. dollar Libor contracts to mature before Libor begins experiencing disruptions. Although it is expected that Floating Rate Obligations that bear interest based on Libor will migrate to a new benchmark prior to June 30, 2023, there is no guarantee that (i) such transition will occur, and if it occurs, when such transition will occur, (ii) the Term SOFR Rate or similar SOFR rates will replace Libor as the benchmark for such Floating Rate Obligations and (iii) any spread adjustment adopted in connection with such transition will be representative of Libor as of the date of determination of such benchmark. When Libor is discontinued as a benchmark rate, this may (i) increase the volatility of Libor and SOFR prior to the consummation of any such change, (ii) increase pricing volatility with respect to Collateral Obligations, (iii) decrease the likelihood that the Collateral Manager can effectively hedge interest rate risks and/or (iv) negatively impact the liquidity of the Notes.

The Floating Rate Notes are subject to Benchmark Replacement

Initially, the Benchmark used to compute the Interest Rate on each class of Floating Rate Notes will be the Term SOFR Rate. If the Collateral Manager determines that a Benchmark Transition Event and its related Benchmark Replacement Date has occurred, then the Benchmark used to calculate interest on the Floating Rate Notes will change from the Term SOFR Rate to a Benchmark Replacement. Benchmark Transition Events include, among other things, public statements or publication of information by the SOFR administrator or its regulator that the administrator has ceased or will cease to provide SOFR permanently or indefinitely with no successor administrator in place that will continue to provide SOFR, or public statements or publication of information by the regulatory supervisor for the administrator of SOFR that SOFR is no longer representative or the Asset Replacement Percentage being greater than 50%.

Following such events, the Indenture requires the Benchmark to be changed to another Benchmark pursuant to certain replacement and fallback procedures set forth in the Indenture. Under such procedures, the Benchmark can be replaced with a Benchmark Replacement without the consent of any of the Holders of the Notes. For further details, see "*Description of the Notes—Modification of Indenture—Benchmark Replacement*."

While the Benchmark may be changed to a Benchmark other than the Term SOFR Rate pursuant to the Indenture, subject to the conditions described in the Indenture, there can be no assurance that (a) the Benchmark will be changed to a Benchmark other than the Term SOFR Rate, (b) any such change in the Benchmark will effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Floating Rate Notes or (c) any such change in the Benchmark will be effective prior to any date on which the Issuer suffers adverse consequences from the elimination or modification or potential elimination or modification of SOFR or any Benchmark Transition Event. As of any given date, any such Benchmark Replacement may materially deviate from what the corresponding SOFR rate would have been on such date. Any such Benchmark Replacement may be more volatile than SOFR. There can be no assurance that any such Benchmark Replacement will become widely adopted in the marketplace. Any such Benchmark Replacement could also expose the holders of the Notes to risks similar to those presented by SOFR, as described herein, including under "*—Interest Rate Risk; Hedge Agreements*" and *"—The Floating Rate Notes may be affected by changes in the Benchmark*". As a result, a change in the Benchmark could have a material adverse effect on the liquidity or market value of the Notes.

Loans Involve Particular Risks

Loans may become non-performing for a variety of reasons and may require substantial workout negotiations or restructuring that may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of principal. While the Issuer may have limited rights to participate in such workout negotiations or restructuring and voting rights with respect to interests in loans it owns through assignments, the Issuer might not own a large enough interest to control any such activities or votes. In addition, when the Issuer holds a loan participation, it might not have voting rights with respect to any waiver of enforcement of any restrictive covenant breached by a borrower. As discussed further below under "*—Risks of Participations*," Selling Institutions commonly reserve such voting rights, may have interests different from those of the Issuer and might not consider the interests of the Issuer in connection with their votes.

Loans are generally subject to liquidity risks and, in some cases, credit risks. Loans are not generally traded on established trading exchanges but are traded by banks, dealers and other institutional investors engaged in syndications, trading and investment. Consequently, there can be no assurance that there will be any market for any loan if the Issuer is required to sell or otherwise dispose of such loan. Depending on the terms of the underlying loan documentation, consent of the borrower may be required for an assignment, and a purported assignee may not have any direct right to enforce compliance by the obligor with the terms of the loan agreement in the absence of this consent.

The Assets may include Second Lien Loans and Unsecured Loans that are subordinated in right of payment to senior secured loans and other secured debt obligations of the related obligor. Accordingly, they are subject to a greater risk than senior secured loans that the available cash flows and, in the case of Second Lien Loans, the property, if any, securing such loans may be insufficient to make the scheduled payments and they may be subject to a higher degree of credit risk and more price volatility and may be less liquid than senior secured loans. Second Lien Loans may be subordinated to senior secured debt obligations with respect to specific collateral of the obligor and, in the event that the proceeds or value of such collateral is insufficient to repay the first lien debt obligations, the Second Lien Loans will likely suffer a loss of principal and interest. Unsecured Loans will not have the benefit of collateral. Second Lien Loans and Unsecured Loans will generally have rights that are subordinated to those of the senior secured debt obligations. Second Lien Loans and Unsecured Loans are subject to the same risks as senior secured loans, including credit risk, market risk, liquidity risk and interest rate risk. However, due to the subordinated nature of these loans they involve a higher degree of overall risk than the senior secured loans of the same obligor.

Risks of Participations

The Issuer may acquire interests in loans either directly (by way of assignment from the seller) or indirectly (by purchasing a Participation Interest from the Selling Institution). Holders of Participation Interests are subject to additional risks not applicable to a holder of a direct interest in a loan. Participations by the Issuer in a Selling

Institution's portion of a loan typically result in a contractual relationship only with such Selling Institution, not with the borrower. In the case of a Participation Interest, the Issuer will generally have the right to receive payments of principal, interest and any fees to which it is entitled only from the Selling Institution and only upon receipt by such Selling Institution of such payments from the borrower. By holding a Participation Interest in a loan, the Issuer generally will have no right to enforce compliance by the borrower with the terms of the loan agreement, nor any rights of set off against the borrower, and the Issuer may not directly benefit from the collateral supporting the loan in which it has purchased the participation. As a result, the Issuer will assume the credit risk of both the borrower and the Selling Institution, which will remain the legal owner of record of the applicable loan. The Collateral Manager has not and will not perform independent credit analyses of the Selling Institution. In the event of the insolvency of the Selling Institution, the Issuer, by owning a Participation Interest, may be treated as a general unsecured creditor of the Selling Institution, may not have any exclusive or senior claim with respect to the selling institution's interest in, or the collateral with respect to, the loan, and may not benefit from any set off between the Selling Institution and the borrower. Selling Institutions commonly reserve the right to administer loan participations sold by them as they see fit (unless their actions constitute gross negligence or willful misconduct) and to amend the documentation evidencing the obligations in all respects. However, most participation agreements provide that the Selling Institutions may not vote in favor of any amendment, modification or waiver that forgives principal, interest or fees, reduces principal, interest or fees that are payable, postpones any payment of principal (whether a scheduled payment or a mandatory prepayment), interest or fees or releases any material guarantee or security without the consent of the participant (at least to the extent the participant would be affected by any such amendment, modification or waiver). Selling Institutions voting in connection with a potential waiver of a restrictive covenant may have interests different from those of the Issuer, and such Selling Institutions might not consider the interests of the Issuer in connection with their votes.

Certain of the loans or Participation Interests may be governed by the law of a jurisdiction other than a United States jurisdiction. The Issuer is unable to provide any information with respect to the risks associated with purchasing a loan or a Participation Interest under an agreement governed by the laws of a jurisdiction other than a United States jurisdiction, including characterization under such laws of such Participation Interest or sub-Participation Interest in the event of the insolvency of the institution from whom the Issuer purchases such Participation Interest or sub-Participation Interest or the insolvency of the institution from whom the grantor of the sub-Participation Interest purchased its Participation Interest.

Balloon loans and bullet loans present refinancing risk

The Assets will primarily consist of Collateral Obligations that are either balloon loans or bullet loans. Balloon and bullet loans involve a greater degree of risk than other types of transactions because they are structured to allow for either small (balloon) or no (bullet) principal payments over the term of the loan, requiring the obligor to make a large final payment upon the maturity of the Collateral Obligation. The ability of such obligor to make this final payment upon the maturity of the Collateral Obligation typically depends upon its ability either to refinance the Collateral Obligation prior to maturity or to generate sufficient cash flow to repay the Collateral Obligation at maturity. The ability of any obligor to accomplish any of these goals will be affected by many factors, including the availability of financing at acceptable rates to such obligor, the financial condition of such obligor, the marketability of the collateral (if any) securing such Collateral Obligation, the operating history of the related business, tax laws and the prevailing general economic conditions. Consequently, such obligor may not have the ability to repay the Collateral Obligation at maturity, and the Issuer could lose all or most of the principal of the Collateral Obligation. Given their relative size and limited resources and access to capital, some obligors may have difficulty in repaying or refinancing their balloon and bullet Collateral Obligation on a timely basis or at all.

Significant numbers of obligors are facing the need to refinance their debt over the next few years, and significant numbers of collateralized loan obligation transactions are facing the end of their reinvestment periods or the final maturities of their own debt. As a result of the foregoing "refinancing cliff", there could be significant pressure on the ability of obligors to refinance their debt over the next few years. If the issue is not addressed through adequate systemic liquidity or other measures, increased defaults could result, and there could be downward pressure on the prices and markets for debt instruments, including Collateral Obligations.

Cov-Lite Loans

A significant portion (up to 60% of the Collateral Principal Amount) of the Collateral Obligations owned by the Issuer at any given time may be comprised of Cov-Lite Loans (please see the definition of the term "Cov-Lite Loan" appearing in the "*Glossary of the Defined Terms*" herein). Cov-Lite Loan documents either do not contain any financial covenants (obligating the underlying borrower to comply with certain financial ratios, such as debt service coverage ratios or leverage ratios) or only contain "Incurrence Covenants" (which are defined in the "*Glossary of the Defined Terms*" herein and, in general, are financial covenants that must only be complied with at the time the borrower takes certain actions). Financial covenants are usually designed to enable lenders to monitor the financial condition of the underlying borrower, to restrict the ability of the underlying borrower to change significantly its operations, to restrict the ability of the underlying borrower to enter into other significant transactions that could affect the underlying borrower's ability to repay its debts, and to permit a lender to either default the underlying borrower or restructure the Loan in order to maximize the lender's recovery on the Loan.

In recent years, the prevalence of Cov-Lite Loans in the United States leveraged loan market has increased significantly, driven by what some market participants and observers believe is an increased investor demand for leveraged loans and other leveraged-loan products as well as other factors. Therefore, many (or most) of the Collateral Obligations that will be available for purchase by the Issuer in the secondary loan market will be Cov-Lite Loans. It is very likely that, on the Closing Date and for as long as the Notes are outstanding, the Issuer will purchase a significant number of Cov-Lite Loans.

Historically, Cov-Lite Loans were offered by lenders only to borrowers considered to have strong credit profiles. However, more recently, many market participants and observers have expressed the concern that Cov-Lite Loans are being made more frequently to borrowers with weaker credit profiles. As a result of the foregoing and the ability of the Issuer to purchase and own a significant number of Cov-Lite Loans, the Issuer (and, therefore, holders of the Notes) may be exposed to heightened credit and other risks related to the portfolio of Loans that will be owned by the Issuer. Breaches of the financial covenants in Loans that are not Cov-Lite Loans alert lenders to the fact (or the possibility) that a borrower is experiencing, or may experience, financial difficulty or that a borrower may become insolvent, each of which, if not averted, might reduce a lender's ability to recover amounts due to it under the Loan or, ultimately, might decrease the amount of a lender's recovery. Some market participants or observers view breaches of these financial covenants as an "early-warning system" that enables a lender to put the borrower in default or to restructure the Loan in a manner that might maximize or enhance a lender's ultimate recovery on the Loan. Because Cov-Lite Loans do not contain financial covenants (or contain only limited financial covenants), a lender of a Cov-Lite Loan will not have the benefit of this early-warning mechanism, exposing it to more risk and potentially greater losses than it would have been exposed to had the Loan been documented with financial covenants. Cov-Lite Loans may experience increased price volatility and more limited liquidity than Loans that include financial covenants.

It is also important for any potential holder of a Note to understand that, according to the Indenture, a Senior Secured Loan that does not include any financial covenants will not be considered to be a Cov-Lite Loan (as that term is defined in the Indenture) if its documentation contains a cross default provision to, or is pari passu with, another Loan of the related obligor that requires such obligor to comply with one or more Maintenance Covenants (as such term is defined in the "*Glossary of the Defined Terms*" herein). Therefore, many Loans that do not include financial covenants in their own underlying documentation (and that would otherwise be considered to be Cov-Lite Loans but for such qualification in the definition of the term Cov-Lite Loan) will not be considered to be Cov-Lite Loans under the Indenture. Therefore, such Loans will not be taken into account when imposing the concentration limit on Cov-Lite Loans that is described above.

Prospective investors in the Notes are advised to take these risks into consideration when deciding whether or not to purchase any of the Notes and should understand that the inclusion of Cov-Lite Loans in the portfolio of Loans owned by the Issuer might have an adverse effect on the Issuer's ability to fully and promptly make payments on the Notes.

Bonds Involve Particular Risks

The Issuer may acquire Permitted Debt Securities consisting of Bonds, Senior Secured Notes, and, in certain limited circumstances, Restructured Obligations and Specified Equity Securities that are Bonds, in each case, in accordance with the terms of the Indenture. Rating agencies historically have assigned a lower recovery rate for bonds

than that of senior secured loans, which reflects both the historical lower recovery rate relative to par of bonds compared to senior secured loans in distressed credit scenarios, as well as the higher market value volatility of bonds. Pursuant to the Concentration Limitations, the Issuer is limited to holding up to 5% (if the Fitch Rating Condition has been satisfied with respect to this limit) or 3% (if the Fitch Rating Condition has not been satisfied with respect to this limit) of the Collateral Principal Amount in Permitted Debt Securities. Certain bonds can be regarded as speculative with respect to the issuer's capacity to pay interest and repay principal in accordance with the terms of the obligations and involve major risk exposure to adverse conditions, which may result in volatile pricing with respect to such Collateral Obligations. A continued economic recession could severely disrupt the market for most bonds and may have an adverse impact on the value and price of such instruments. It is also likely that any such economic downturn could adversely affect the ability of the issuers of such bonds to repay principal and pay interest thereon and increase the incidence of default for such bonds, which may decrease the amount available to pay principal and interest on the Secured Notes and result in a decrease of distributions to the holders of Subordinated Notes.

The bonds acquired by the Issuer may include high-yield bonds, which are generally unsecured and generally have greater credit, insolvency and liquidity risk than is typically associated with investment grade obligations. High-yield bonds are often issued in connection with leveraged acquisitions or recapitalizations in which the issuers incur a substantially higher amount of indebtedness than the level at which they had previously operated. The lower ratings of obligations in the non-investment grade market reflect a greater possibility that adverse changes in the financial condition of an issuer of such obligations or in general economic conditions (including, for example, a substantial period of rising interest rates or declining earnings or disruptions in the financial markets) or both may impair the ability of such issuer to make payments of principal and interest.

Risks of high-yield bonds may include (among others): (i) limited liquidity and secondary market support, (ii) substantial market price volatility resulting from changes in prevailing interest rates, (iii) subordination in right of security to the prior claims of senior secured lenders, (iv) the operation of mandatory sinking fund or call/redemption provisions during periods of declining interest rates that could cause the Issuer to reinvest premature redemption proceeds in lower yielding Collateral Obligations, (v) the possibility that earnings of the high-yield bond issuer may be insufficient to meet its debt service and (vi) the declining creditworthiness and potential for insolvency of the issuer of such high-yield bond during periods of rising interest rates and economic downturn. A continued economic downturn or increase in interest rates could severely disrupt the market for high-yield debt securities and adversely affect the value of outstanding high-yield bonds and the ability of the issuers thereof to repay principal and interest.

Issuers of high-yield bonds may be highly leveraged and may not have available to them more traditional sources of financing. The risk associated with acquiring the securities of such issuers generally is greater than is the case with higher rated securities. The prices of high-yield bonds are likely to be more sensitive to adverse economic changes or individual corporate developments than higher rated securities. For example, during an economic downturn, such as the current environment, or a sustained period of rising interest rates, issuers of high-yield bonds may be more likely to experience financial stress, especially if such issuers are highly leveraged. During such periods, timely service of debt obligations may also be adversely affected by specific issuer developments, the issuer's inability to meet specific projected business forecasts or the unavailability of additional financing. The risk of loss due to default by the issuer is significantly greater for the holders of high-yield bonds because such securities may be unsecured. In addition, the Issuer may incur additional expenses to the extent it is required to seek recovery upon a default on a high-yield bond (or any other Collateral Obligation) or participate in the restructuring of such obligation.

Downward movements in interest rates could also adversely affect the performance of high-yield bonds. high-yield bonds may have call or redemption features that would permit the issuer thereof to repurchase the securities from the Issuer. If a call were exercised by the issuer of a high-yield debt security during a period of declining interest rates, the Issuer likely would have to replace such called high-yield bond with lower yielding Collateral Obligations.

The Issuer may have difficulty disposing of certain high-yield bonds because there may be a thin trading market for such securities. To the extent that a secondary trading market for high-yield bonds does exist, it is generally not as liquid as the secondary market for higher rated securities. Under adverse market or economic conditions, the secondary market for high-yield bonds could contract further, independent of any specific adverse changes in the condition of a particular issuer. Reduced secondary market liquidity may have an adverse impact on market price and the Issuer's ability to dispose of particular issues when necessary to meet the Issuer's liquidity needs or in response to a specific economic event such as a deterioration in the creditworthiness of the issuer of such securities. Reduced secondary

market liquidity for certain high-yield bonds also may make it more difficult for the Issuer to obtain accurate market quotations for purposes of valuing the Issuer's portfolio. Market quotations are generally available on many high-yield bonds only from a limited number of dealers and may not necessarily represent firm bids of such dealers or prices for actual sales. As a result, the Market Value of high-yield bonds may not reflect the liquidation value of the high-yield bonds.

Adverse publicity and investor perceptions, which may not be based on fundamental analysis, also may decrease the market value and liquidity of high-yield bonds, particularly in a thinly traded market.

Investing in Non-U.S. Assets

A portion of the Assets may be securities and obligations of issuers that are not domiciled in the United States. Such non-U.S. securities and obligations are subject to regional economic conditions and sovereignty risks not normally associated with investments in United States issuers, including risks associated with political and economic uncertainty, fluctuations of currency exchange rates, differing levels of disclosure and regulation of non-U.S. nations or other taxes imposed with respect to investments in non-U.S. nations, foreign currency exchange controls (which may include suspension of the ability either to transfer currency from a given country or to repatriate investments) and uncertainties as to the status, interpretation and application of laws. In addition, information about non-U.S. issuers is often less publicly available than information about U.S. issuers.

Moreover, non-U.S. issuers may not be subject to uniform accounting, auditing and financial reporting standards, and auditing practices and requirements may not be comparable to those applicable to U.S. companies. It may also be more difficult to obtain and enforce a judgment relating to obligations of non-U.S. persons in a court outside of the United States.

Acquisition and Sale of Collateral

By the Closing Date, the Issuer expects to have purchased or entered into agreements to purchase Collateral Obligations with an aggregate principal balance of at least 95% of the Target Initial Par Amount. The Collateral Manager expects to purchase (and enter into agreements to purchase) additional Collateral Obligations by the Effective Date, which may be up to 40 calendar days prior to the first Determination Date. A significant portion of the Collateral Obligations may be purchased on or after the Closing Date. The price and availability of Collateral Obligations may be adversely affected by a number of market factors, including price volatility of Collateral Obligations and availability of investments suitable for the Issuer, which could hamper the ability of the Issuer to acquire an initial portfolio of Collateral Obligations that will satisfy the Concentration Limitations and allow the Issuer to reach the Target Initial Par Amount prior to the Effective Date. Delays in reaching the Target Initial Par Amount may adversely affect the timing and amount of payments received by the Holders of Notes and the yield to maturity of the Secured Notes and the distributions on the Subordinated Notes.

The Collateral Obligations actually acquired by the Issuer may be different from those expected to be purchased by the Collateral Manager, on behalf of the Issuer, due to market conditions, availability of such Collateral Obligations and other factors. The actual portfolio of Collateral Obligations owned by the Issuer will change from time to time as a result of scheduled and unscheduled payments of principal and sales and purchases of Collateral Obligations.

Under the Indenture, the Collateral Manager may direct (a) the disposition of Credit Risk Obligations, Credit Improved Obligations, Defaulted Obligations, Restructured Obligations and Equity Securities at any time and (b) subject to certain restrictions, Discretionary Sales subject, after the Effective Date, to an annual percentage limitation. Circumstances may exist under which the Collateral Manager may believe that it is in the best interests of the Issuer to acquire or dispose of a Collateral Obligation but will not be permitted to do so under the terms of the Indenture or the Collateral Management Agreement. In addition, after the end of the Reinvestment Period, the Indenture will permit the reinvestment only of certain proceeds from Credit Risk Obligations or a Collateral Obligation which has prepaid, whether by tender, redemption prior to the stated maturity thereof, exchange or other prepayment. Circumstances may exist which cause the Issuer not to be able to fully invest such proceeds in Collateral Obligations, for example, because of market conditions, the unavailability of suitable obligations or an inability to satisfy the Investment Criteria. During certain periods or in certain specified circumstances, as a result of the restrictions contained in the Indenture and the Collateral Management Agreement, the Issuer may be unable to acquire or dispose of Collateral Obligations or to take other actions that the Collateral Manager might consider in the interests of the Issuer and the Holders.

In certain circumstances in connection with the workout or restructuring of a Collateral Obligation, the Issuer may purchase and/or fund certain Restructured Obligations and/or Specified Equity Securities. Such assets are not required to meet the criteria otherwise applicable for an asset to qualify as a Collateral Obligation and such assets may be acquired without satisfying the Investment Criteria. Although it is generally expected that the Issuer will only acquire such assets in order to mitigate losses associated with the related Collateral Obligations, the Issuer's recovery on such assets may be lower than the recovery it would have otherwise received had it invested such funds in Collateral Obligations.

Pre-Closing Collateral Accumulation

On or after the pricing date of the Notes, an affiliate of Jefferies (the "**Warehouse Provider**") entered into a warehouse credit agreement (the "**Warehouse Agreement**") with the Issuer, the Bank, as collateral agent, and the Collateral Manager, as collateral manager during the warehousing period (the "**Warehouse Manager**"), pursuant to which the Issuer purchases certain Collateral Obligations with financing provided to the Issuer by the Warehouse Provider during the period until the Closing Date (the "**Warehoused Assets**"), subject to certain conditions, including satisfaction of certain investment criteria and the approval of the Warehouse Provider. The objection (or decision not to object) by the Warehouse Provider to the purchase of any Warehoused Asset is in its capacity as the financing party and should not be viewed as a determination by the Warehouse Provider as to whether a particular asset is an appropriate investment by the Issuer or whether it will satisfy the investment criteria applicable to the Issuer.

On the Closing Date the Issuer will apply a portion of the proceeds from the issuance of the Notes to repay the financing provided by the Warehouse Provider and to pay to the Warehouse Provider all interest proceeds, premiums and fees and other items of income on the Warehouse Assets and on cash and certain eligible investments received by the Issuer and all such amounts that are accrued and unpaid, in each case, through the Closing Date and any fees, expenses and indemnities owing to the Warehouse Provider under the Warehouse Agreement (all such amounts collectively, the "**Warehouse Termination Amount**").

It is important to note that the terms of the Issuer's purchase of each Warehoused Asset, including the purchase price paid with respect thereto, reflect those terms that were prevailing in the market at the time of the purchase of such asset, and such terms may not reflect the terms prevailing in the market as of the Closing Date or any later date.

No assurances can be provided to investors in the Notes that the purchase price paid for the Warehoused Assets is indicative of the market value of such assets as of the Closing Date or any later date. Therefore, the Issuer and investors in the Notes will be assuming the risk of a decline in the market value and credit quality of the Warehoused Assets from the date on which the Issuer committed to purchase them from the various sellers thereof until the Closing Date (and thereafter). None of that risk will have been assumed by the Warehouse Provider or any other person or entity other than the Issuer and, therefore, investors in the Notes. In addition, although the Warehoused Assets are expected to satisfy the criteria or other requirements applicable to Collateral Obligations at the time of the commitment to purchase such Collateral Obligations, because of events occurring between the commitment to purchase and the Closing Date, the Warehoused Assets may not satisfy such criteria or other requirements on the Closing Date or any later date. It is also important to note that certain indemnification obligations of the Issuer under the Warehouse Agreement will survive the termination of that agreement on the Closing Date.

The Co-Issuers have no prior operating history

The Co-Issuers are recently formed companies and have not commenced operations (other than those activities incidental to its incorporation or formation and, in the case of the Issuer, the acquisition of Collateral Obligations in anticipation of the Closing Date as described above under "*—Pre-Closing Collateral Accumulation*" and activities incidental thereto). Accordingly, neither of the Co-Issuers has a performance history for prospective investors to consider. The performance of other collateralized loan obligation ("**CLO**") vehicles advised by MJX Asset Management, the Collateral Manager or any of their respective affiliates should not be relied upon as an indication or prediction of the performance of the Assets. Such other CLO vehicles may have significantly different characteristics, including structures, composition of the collateral pool, investment objectives, management personnel and terms when compared to the Issuer.

Reinvestment Risks

Amounts available for distribution on the Notes will decline if and when the Issuer invests the proceeds from matured, prepaid, sold or called Collateral Obligations into lower yielding instruments. Subject to criteria described herein, the Collateral Manager will have discretion to use Principal Proceeds to invest in Collateral Obligations in compliance with the Investment Criteria. The yield with respect to such Collateral Obligations will depend on, among other factors, reinvestment rates available at the time, the availability of investments satisfying the Investment Criteria and acceptable to the Collateral Manager, and market conditions related to Collateral Obligations in general. The need to satisfy the Investment Criteria and identify acceptable investments may require the purchase of Collateral Obligations with a lower yield than those replaced, with different characteristics than those replaced (including, but not limited to, coupon, spread, maturity, call features, covenants and/or credit quality) or require that such funds be maintained in Eligible Investments pending reinvestment in Collateral Obligations, which will further reduce the yield on the Collateral Obligations. Any decrease in the yield on the Collateral Obligations will have the effect of reducing the amounts available to make distributions on the Notes, especially the Subordinated Notes. There can be no assurance that yields on Collateral Obligations that are available and eligible for purchase will be at the same levels as those replaced, that the characteristics of any Collateral Obligations purchased will be the same as those replaced or as to the timing of the purchase of any such Collateral Obligations.

Leveraged loans are not as easily (or as quickly) purchased or sold as publicly traded securities for a variety of reasons, including confidentiality requirements with respect to obligor information, the customized non-uniform nature of loan agreements and private syndication. The reduced liquidity and lower volume of trading in such debt obligations, in addition to restrictions on investment represented by the Investment Criteria, could result in periods of time during which the Issuer is not able to fully invest its cash in Collateral Obligations. The longer the period before investment of cash in Collateral Obligations, the greater the adverse impact will be on aggregate Interest Proceeds available for distribution by the Issuer, especially on the junior Classes of Notes, thereby resulting in lower yields than could have been obtained if proceeds were immediately invested. In addition, leveraged loans are often prepayable by the borrowers with no, or limited, penalty or premium. As a result, leveraged loans generally prepay more frequently than other corporate obligations of the same borrower. Senior leveraged loans usually have shorter terms than more junior obligations and often require mandatory repayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities. The increased levels of prepayments and amortization of leveraged loans increase the associated reinvestment risk on the Collateral Obligations which risk will be borne by owners of the Notes, beginning with the Subordinated Notes as the most junior Class of Notes. See "*—Defaults; Market Volatility*".

Defaults; Market Volatility

To the extent that a default occurs with respect to any Collateral Obligation and the Issuer sells or otherwise disposes of that Collateral Obligation, it is likely that the proceeds will be less than its unpaid principal and interest or its purchase price. This could have a material adverse effect on the payments on the Notes. The Issuer also may incur additional expenses to the extent it is required to seek recovery after a default or participate in the restructuring of an obligation. Even in the absence of a default with respect to any of the Collateral Obligations, the market value of the Collateral Obligation at any time will vary, and may vary substantially, from the price at which that Collateral Obligation was initially purchased and from the principal amount of such Collateral Obligation due to market volatility, changes in relative credit quality, availability of financial information and remedies under the underlying instruments of such Collateral Obligation, general economic conditions, the level of interest rates, changes in exchange rates, the supply of below investment grade debt obligations and other factors that are difficult to predict. In addition, the Indenture places significant restrictions on the Collateral Manager's ability to buy and sell Collateral Obligations.

The market price of below investment grade debt obligations has and may from time to time in the future experience significant volatility. No assurance can be given as to the levels of volatility in the below investment grade debt market in the future. Such volatility may adversely impact the liquidity, market prices and other performance characteristics of the Collateral Obligations.

In addition to default frequency, recovery rate and market price volatility, leveraged loans may experience volatility in the spread that is paid on such leveraged loans. See "*—Loan Repricing; Credit Spread Volatility*" above.

Illiquidity of Assets

The lack of an established, liquid secondary market for some of the Collateral Obligations may have an adverse effect on the market value of the Collateral Obligations and on the Issuer's ability to dispose of them. The market for below investment grade debt obligations may become illiquid from time to time as a result of adverse market conditions, regulatory developments or other circumstances. Additionally, Collateral Obligations will be subject to certain other transfer restrictions that may contribute to illiquidity. Therefore, no assurance can be given that, if the Issuer determined to dispose of all or a substantial portion of a particular investment, it could dispose of such investment, particularly at any previously prevailing market price or any specific valuation level.

Credit Ratings

A credit rating is not a recommendation to buy, sell or hold a security, and it may be subject to revisions or withdrawal at any time by the assigning rating agency. Credit ratings of debt obligations represent the rating agencies' opinions regarding their credit quality and are not a guarantee of quality. Rating agencies attempt to evaluate the likelihood that the obligor will make principal and interest payments and do not evaluate the risks of fluctuations in market value. Therefore, credit ratings may not fully reflect all of the risks of an investment. In addition, rating agencies may not make immediate changes in credit ratings in response to events that impact an obligor, so that an obligor's current financial condition may be worse than a rating indicates when compared with other obligors with equivalent ratings.

Reports Provided by the Trustee Will Not Be Audited

The Monthly Reports and Distribution Reports made available to Holders will be compiled by the Collateral Administrator, on behalf of the Issuer, based on certain information provided to it by the Collateral Manager. Information in the reports will not be audited nor will reports include a review or opinion by a public accounting firm.

Relating to the Collateral Manager

The Subordinated Collateral Management Fee, the Incentive Collateral Management Fee and ownership of Subordinated Notes may create an incentive for the Collateral Manager to seek to maximize the yield on the Collateral Obligations; potential changes in strategy

On each Payment Date, the Collateral Manager may be paid the Subordinated Collateral Management Fee and the Incentive Collateral Management Fee to the extent of funds available on such Payment Date as described in "*Summary of Terms—Priority of Payments*", and, in the case of the Incentive Collateral Management Fee, if the Subordinated Notes have realized the specified Subordinated Notes Internal Rate of Return as of such Payment Date. Payment of these fees and payments on the Subordinated Notes will be dependent to a large extent on the yield earned on the Collateral Obligations. In addition, on the Closing Date, the Retention Holder will purchase the Retention Notes. This fee structure and the Collateral Manager's, or its Affiliates', ownership of a portion of the Subordinated Notes could create an incentive for the Collateral Manager to manage the Issuer's investments in a manner as to seek to maximize the yield on the Collateral Obligations relative to investments of higher creditworthiness. The Collateral Manager may make more speculative investments in Collateral Obligations because the payment of these fees and payments on the Subordinated Notes are subordinate to payments on the Secured Notes. Managing the portfolio with the objective of increasing yield, even though the Collateral Manager is constrained by investment restrictions described in "*Security for the Secured Notes*," could result in an increase in defaults or volatility and could contribute to a decline in the aggregate market value of the Collateral Obligations. Furthermore, within the limitations set forth in the Indenture, the Collateral Manager may pursue different or varied strategies at any time which could result in losses for the Issuer.

The Issuer will depend on the managerial expertise available to the Collateral Manager, the Service Provider and their personnel

The Issuer's investment activities depend in a large part on the analytical and managerial expertise of the investment professionals of the Collateral Manager and the Service Provider. There can be no assurance that such investment professionals will continue to serve in their current positions or continue to be employed by the Collateral Manager or the Service Provider. The loss of one or more of these individuals could have a material adverse effect

on the performance of the Issuer. Although the Collateral Manager will commit a significant amount of its efforts to the management of the Collateral Obligations, it currently manages and plans to manage in the future other investment products and vehicles and is not required (and will not be able) to devote all of its time to the management of the Collateral Obligations. Each of the Collateral Manager and the Service Provider is also actively involved in investment activities for other entities and will not be able to devote its full time and attention to the Issuer's business and affairs.

In addition, in certain circumstances the Collateral Manager may resign or may be terminated pursuant to the Collateral Management Agreement. See "*The Collateral Management Agreement—Removal, Resignation and Replacement of the Collateral Manager*."

Performance history of the Collateral Manager and the Service Provider may not be indicative of future results

The prior investment results of Persons associated with the Collateral Manager and the Service Provider or any other entity or Person described herein are not indicative of the Issuer's future investment results. The nature of, and risks associated with, the Issuer's future investments may differ substantially from those investments and strategies undertaken historically by such Persons and entities. There can be no assurance that the Issuer's investments will perform as well as the past investments of any such Persons or entities. In addition, such past investments may have been made utilizing a leveraged capital structure, an asset mix and fee arrangements that are different from the anticipated capital structure, asset mix and fee arrangements of the Issuer. Moreover, because the investment criteria that govern investments in the Issuer's portfolio do not govern the Collateral Manager's or the Service Provider's prior investments and prior investment strategies generally, current investments conducted in accordance with such current criteria, and the results they yield, are not directly comparable with, and may differ substantially from, other investments undertaken by the Collateral Manager and the Service Provider.

The investment professionals of the Collateral Manager and the Service Provider will attend to matters unrelated to the investment activities of the Issuer. The Collateral Manager has informed the Issuer that the investment professionals associated with the Collateral Manager and the Service Provider are actively involved in other investment activities not concerning the Issuer and will not be able to devote all of their time to the Issuer's business and affairs. In addition, individuals not currently associated with the Collateral Manager or the Service Provider may become associated with the Collateral Manager or the Service Provider and the performance of the Collateral Obligations may also depend on the financial and managerial experience of such individuals. See "*The Collateral Management Agreement*" and "*The Collateral Manager*."

Relating to the Issuer and Its Service Providers

In general, the transaction described in this Offering Circular will involve various potential and actual conflicts of interest

Various potential and actual conflicts of interest may arise from the overall investment activity of the Collateral Manager, the Service Provider (an affiliate of the Collateral Manager), their clients and their affiliates, and Jefferies and its affiliates. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates

The following briefly summarizes certain potential and actual conflicts of interest which may arise from the overall investment activity of the Collateral Manager, the Service Provider (an affiliate of the Collateral Manager), their clients and their affiliates, but is not intended to be an exhaustive list of all such conflicts.

The Collateral Manager, its Affiliates and their employees and clients may buy Notes, from which the Collateral Manager, its Affiliates or such employees or clients may derive revenues and profits in addition to the fees disclosed herein.

In the event that any of an Optional Redemption, Clean-Up Optional Redemption, Tax Redemption or an acceleration of the Notes after an Event of Default occurs, the Collateral Manager has the right to bid on (and in connection with any liquidation following an Event of Default the Collateral Manager or its Affiliates will have a right of first refusal to purchase) all or a portion of the Collateral Obligations for its own account, the account of any

Affiliate or an account that it manages, subject to the satisfaction of the requirements set forth in "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*."

The Collateral Manager is entitled to the Senior Collateral Management Fee, the Subordinated Collateral Management Fee and, in certain circumstances, the Incentive Collateral Management Fee in the priorities set forth herein, subject to the Priority of Payments as described herein and the availability of funds therefor. By reason of the Subordinated Collateral Management Fee and/or the Incentive Collateral Management Fee, the Collateral Manager may have a conflict between its obligation to manage the Issuer's portfolio prudently and the financial incentive created by such fees for the Collateral Manager to make investments that are riskier or more aggressive than would be the case in the absence of such fees. See "*—The Subordinated Collateral Management Fee, the Incentive Collateral Management Fee and ownership of Subordinated Notes may create an incentive for the Collateral Manager to seek to maximize the yield on the Collateral Obligations; potential changes in strategy*".

The Collateral Manager may from time to time enter into arrangements with holders of the Notes or their Affiliates pursuant to which the Collateral Manager may waive, rebate and/or share a portion of its Management Fee and is expected to enter into such an arrangement on the Closing Date. No holder of the Notes will have the right to review (or to receive the economic or other benefits of) any of such arrangements to which it is not a party. The Collateral Manager may agree that any successors or assigns of the Collateral Manager will be subject to any previously existing arrangements (including arrangements relating to a rebate of a portion of its Management Fee) entered into by the Collateral Manager with certain holders of the Notes. In addition, the Collateral Manager has entered into, and may enter into in the future, arrangements pursuant to which it has agreed to pay a portion of its fees to one or more of its direct or indirect equity investors. In addition, as further described under "*The Collateral Management Agreement*", the Collateral Management Agreement will provide that following the resignation or removal of the Collateral Manager, no successor manager may become the Collateral Manager unless such successor agrees to assume the Collateral Manager's obligations under the Instruction Letter to direct the Trustee to pay the Supplemental Management Fees to the trustee under the Retention Financing. All of the foregoing may make it more difficult to assign the Collateral Management Agreement or to find a successor Collateral Manager upon a resignation or removal of the Collateral Manager. In addition, the Collateral Manager has entered into, and may enter into in the future, arrangements pursuant to which it has agreed to pay a portion of its fees to one or more of its direct or indirect equity investors.

Although the Collateral Manager, the Service Provider and certain of their respective officers and employees will devote such time and effort as may be reasonably required to enable the Collateral Manager and the Service Provider to discharge their respective duties to the Issuer under the Collateral Management Agreement, they will not devote all of their working time to the affairs of the Issuer. As part of their regular business, the Collateral Manager, its Affiliates and their respective officers and employees hold, purchase, sell, trade or take other related actions both for their respective accounts and for the accounts of their respective clients, on a principal or agency basis, with respect to loans, securities and other investments and financial instruments of all types. The Collateral Manager, its Affiliates and their respective officers and employees also provide investment advisory services, among other services. The Collateral Manager, its Affiliates and their respective officers and employees will not be restricted in their performance of any such services or in the types of debt or equity investments which they may make. The Collateral Manager, its Affiliates and their respective officers and employees may have economic interests in or other relationships with issuers in whose obligations or securities or credit exposures the Issuer may invest. In particular, such Persons may make and/or hold an investment in an issuer's obligations that may be *pari passu*, senior or junior in ranking to an investment in such issuer's obligations made and/or held by the Issuer or in which partners, security holders, officers, directors, agents or employees of such Persons serve on boards of directors or otherwise have ongoing relationships. Each of such ownership and other relationships may result in securities laws restrictions on transactions in such obligations by the Issuer and otherwise create conflicts of interest for the Issuer. In such instances, the Collateral Manager, its Affiliates and their respective officers and employees may in their discretion make investment recommendations and decisions that may be the same as or different from those made with respect to the Issuer's investments. In connection with any such activities described above, the Collateral Manager, its Affiliates and their respective officers and employees may hold, purchase, sell, trade or take other related actions in securities or investments of a type that may be suitable to be included as Collateral Obligations. The Collateral Manager, its Affiliates and their respective officers and employees will not be required to offer such securities or investments to the Issuer or provide notice of such activities to the Issuer.

The Collateral Manager, its Affiliates, their clients, their partners, their members or their employees and their respective Affiliates ("***Related Entities***") have invested and may continue to invest in debt obligations that would also be appropriate as Collateral Obligations and may purchase or sell securities and loans for or on behalf of themselves and their managed accounts without purchasing or selling such securities or loans for the Issuer and may purchase or sell securities or loans for the Issuer without purchasing or selling such securities or loans for themselves or their managed accounts, subject to any restrictions applicable in the Investment Advisers Act. Neither the Collateral Manager nor any Related Entity has any duty, in making or maintaining such investments, to act in a way that is favorable to the Issuer or to offer any such opportunity to the Issuer. The investment policies, fee arrangements and other circumstances applicable to such other parties may vary from those applicable to the Issuer. The Collateral Manager and its Related Entities may also have or establish relationships with companies whose debt obligations are Collateral Obligations and may now or in the future own or seek to acquire equity securities or debt obligations issued by issuers of Collateral Obligations, and such debt obligations may have interests different from or adverse to the investments that are Collateral Obligations. The Collateral Manager and/or any Related Entity may organize and manage one or more entities with objectives similar to or different from those of the Issuer. In addition, the Collateral Manager and any of its Related Entities may serve as a general partner and/or manager of limited partnerships or other entities organized to issue notes or certificates, similar to the Notes, which are secured by high-yield debt securities, loans and other investments, or may manage third party accounts which invest in high-yield debt securities, loans and other investments. The Collateral Manager and/or any Related Entity may also provide other advisory services for a customary fee to issuers whose debt obligations are Collateral Obligations, and neither the holders of Notes nor the Co-Issuers will have any right to such fees. In connection with the foregoing activities the Collateral Manager and/or any Related Entity may from time to time come into possession of material nonpublic information that limits the ability of the Collateral Manager and/or a Related Entity to effect a transaction for the Issuer, and the Issuer's investments may be constrained as a consequence of the Collateral Manager's or such Related Entity's inability to use such information for advisory purposes or otherwise to effect transactions that otherwise may have been initiated on behalf of its clients, including the Issuer. See "*The Collateral Manager*".

Furthermore, the Collateral Manager's ability to advise the Issuer to buy obligations for inclusion in the Assets or sell obligations which are part of the Assets may be restricted by limitations contained in the Collateral Management Agreement and the Indenture. Accordingly, during certain periods or in certain specified circumstances, the Issuer may be unable to buy or sell obligations or to take other actions that the Collateral Manager might consider in the best interest of the Issuer and the holders of Notes. The Collateral Manager and any of its Affiliates may engage in any other business and furnish investment management and advisory services to others, which may include, without limitation, serving as collateral manager or investment manager for, investing in, lending to, or being affiliated with, other entities organized to issue collateralized bond or debt obligations secured by securities such as the Notes and other trusts and pooled investment vehicles that acquire interests in, provide financing to, or otherwise deal with obligations issued by, issuers that would be suitable investments for the Issuer. The Collateral Manager and its Affiliates will be free, each in its sole discretion, to make recommendations to others, or effect transactions on behalf of itself or for others, that may be the same as or different from those effected on behalf of the Issuer, and the Collateral Manager and its Affiliates may furnish investment management and advisory services to others who may have investment policies similar to those followed by the Collateral Manager with respect to the Issuer and who may own obligations which are the same type as the Collateral Obligations.

The Collateral Manager may, to the extent permitted under applicable law, and subject to compliance with the applicable provisions of the Collateral Management Agreement and the Indenture, effect client cross-transactions where the Collateral Manager causes a transaction to be effected between the Issuer and another account advised by it or any of its Affiliates. In addition, with the prior authorization of the Issuer, which can be revoked at any time, the Collateral Manager may enter into agency cross-transactions where it or any of its Affiliates acts as broker for the Issuer and for the other party to the transaction, to the extent permitted under applicable law and subject to compliance with the applicable provisions of the Collateral Management Agreement and the Indenture, in which case any such Affiliate will receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to the transaction. In addition, subject to compliance with the applicable provisions of the Collateral Management Agreement and the Indenture, the Collateral Manager may, to the extent permitted by applicable law, effect transactions between the Issuer and the Collateral Manager and/or any of its Affiliates as principal.

The Collateral Manager and its Affiliates may make recommendations and effect transactions on behalf of its Related Entities which differ from those effected with respect to the Assets. The Collateral Manager and/or the Service Provider may often be seeking simultaneously to purchase or sell investments for the Issuer, itself and similar entities or other investment accounts for which it serves as Collateral Manager or for Related Entities, and the Collateral Manager and the Service Provider will have the discretion to apportion such purchases or sales among such entities. The Collateral Manager and the Service Provider cannot assure equal treatment across its investment clients. When the Collateral Manager or the Service Provider determines that it would be appropriate for the Issuer and one or more Related Entities to participate in an investment opportunity or sell an investment, the Collateral Manager or the Service Provider will execute orders for all of the participating investment accounts, including the Issuer and its own account, consistent with the requirements of the Investment Advisers Act. If the Collateral Manager or the Service Provider has determined to invest or sell at the same time for more than one of the Related Entities, the Collateral Manager or the Service Provider will generally place combined orders for all such Related Entities simultaneously and if all such orders are not filled at the same price, it will use reasonable efforts to allocate such purchases and sales in accordance with applicable law. Similarly, if an order on behalf of more than one Related Entity cannot be fully executed under prevailing market conditions, the Collateral Manager or the Service Provider will allocate the investments traded among the Issuer and different Related Entities on a basis that it considers equitable, including consideration of its relationships with such Related Entities. Situations may occur where the Issuer could be disadvantaged because of the investment activities conducted by the Collateral Manager or the Service Provider for the Related Entities.

The Collateral Manager and its Affiliates may participate in creditors' committees with respect to the bankruptcy, restructuring or workout of issuers of Collateral Obligations. In such circumstances, the Collateral Manager and its Affiliates may take positions on behalf of itself or Related Entities that are adverse to the interests of the Issuer in the Collateral Obligations.

The Indenture places significant restrictions on the Collateral Manager's ability to buy and sell Assets, and the Collateral Manager is required to comply with these restrictions contained in the Indenture. Accordingly, during certain periods or in certain circumstances, the Collateral Manager may be unable to buy or sell Assets or to take other actions which it might consider in the best interests of the Issuer and the holders of Notes, as a result of the restrictions set forth in the Indenture.

The potential application of the EU/UK Risk Retention Requirements, the U.S. Risk Retention Rules or other retention requirements to a future additional issuance, Refinancing or Re-Pricing Amendment may create conflicts of interest where, for example, the Issuer, the Holders of the Subordinated Notes or other noteholders desire to effect such action and the Collateral Manager cannot, or prefers not to, satisfy such retention requirements with respect to such proposed actions.

The Collateral Manager or the Service Provider may discuss the composition of the Assets or other matters relating to the transaction with its Affiliates or clients or third parties purchasing Notes or with other third parties. There can be no assurance that any such discussions will not influence the Collateral Manager's or the Service Provider's decisions.

The Rating Agencies may have certain conflicts of interest

Moody's has been hired by the Issuer to provide its ratings on the Moody's-Rated Notes and Fitch has been hired by the Issuer to provide its ratings on the Fitch-Rated Notes. Either Rating Agency may have a conflict of interest where, as is the case with the ratings of such Secured Notes (with the exception of unsolicited ratings), the issuer of a security pays the fee charged by the rating agency for its rating services.

Certain Conflicts of Interest Relating to the Initial Purchaser and Its Affiliates

Various potential and actual conflicts of interest may arise as a result of the investment banking, asset management, financing and financial advisory services and products provided by Jefferies and/or its affiliates (each, a "**Jefferies Entity**" and together, "**Jefferies Entities**") to the Issuer, the Trustee, the Collateral Administrator, the Collateral Manager, the Service Provider, the issuers of the Collateral Obligations and others, as well as in connection with the investment, trading and brokerage activities of the Jefferies Entities. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

Jefferies will act as Initial Purchaser of the Notes. Certain of the Collateral Obligations acquired by the Issuer may be obligations of issuers or obligors for which Jefferies or any of its affiliates has acted as a structuring or syndication agent, a manager, an underwriter, an agent, a placement agent, an initial purchaser or a principal, or of which Jefferies or any of its affiliates is an equity owner or creditor or with which Jefferies or any of its affiliates has other business relationships.

The Collateral Manager may purchase or sell Collateral Obligations from time to time through Jefferies or its affiliates at market prices. Any purchases of Collateral Obligations described above involving Jefferies or any of its affiliates may only be effected by the Issuer if the Collateral Manager determines that such purchases are consistent with the investment guidelines and objectives of the Issuer and the restrictions prescribed by the Indenture. In any event, all of such purchases and sales of assets will be required to be on an arm's length basis.

Jefferies and its affiliates may be actively engaged in transactions in some of the same Collateral Obligations in which the Issuer may invest. Such transactions may be different from those made on behalf of the Issuer. Subject to applicable law, Jefferies and its affiliates may purchase or sell the securities of, or otherwise invest in or finance or provide investment banking, advisory and other services to companies in which the Issuer has an interest or in which the Collateral Manager, its affiliates or funds or accounts managed by the Collateral Manager or its affiliates have an interest or to other accounts managed by the Collateral Manager and its affiliates. Jefferies and its affiliates may also have a proprietary interest in, and may manage or advise other accounts or investment funds that have investment objectives similar or dissimilar to those of the Issuer and/or which engage in transactions in, the same types of assets as the Issuer's. As a result, Jefferies and its affiliates may possess information relating to obligors on or issuers of Collateral Obligations that will not be known to the Collateral Manager. None of Jefferies or any of its affiliates is under any obligation to share any investment opportunity, idea or strategy with the Collateral Manager or the Issuer. As a result, Jefferies and its affiliates may compete with the Issuer for appropriate investment opportunities and will be under no duty or obligation to share such investment opportunities with the Issuer. In addition, Jefferies and its affiliates, and Jefferies' and its affiliates' respective clients, may invest in debt obligations and securities that are senior to, or have interests different from or adverse to, the Collateral Obligations. None of Jefferies or its affiliates assumes any responsibility for, or has any obligations in respect of, the Issuer, or in ensuring that any of its activities described above take into account the interests of the Issuer or any holders.

Jefferies and/or its affiliates may own positions in, and may have placed or underwritten certain of, the Collateral Obligations (or other obligations of the obligors of Collateral Obligations) when they were originally issued, and may have provided, or be providing, investment banking services and other services to obligors of certain Collateral Obligations. It is expected that from time to time the Collateral Manager may purchase from, or sell Collateral Obligations through or to, Jefferies and its affiliates. In addition, Jefferies or one or more of its affiliates may act as the selling institution with respect to Participation Interests or as a hedge counterparty. Any of Jefferies and its affiliates may act as placement agent and/or initial purchaser in other transactions involving the issuance of collateralized debt obligations or other investment funds with assets similar to those of the Issuer, the existence of which may have an adverse effect from time to time on the availability of eligible Collateral Obligations for purchase by the Issuer.

None of Jefferies or any affiliate thereof is under any obligation to stay the exercise of any of its rights as a creditor under the Retention Financing documentation in consideration of Jefferies' role as Initial Purchaser in connection with this transaction. Further, Jefferies will have no obligation to notify any of the Issuer, the Trustee or any investor prior to exercising any creditor remedy available to it.

An affiliate of Jefferies is also providing financing (through a warehouse agreement) to the Issuer to permit acquisitions of Collateral Obligations prior to the Closing Date. For further details, see "*—Relating to the Collateral Obligations—Pre-Closing Collateral Accumulation*". The Issuer also may invest in loans to companies affiliated with Jefferies or in which Jefferies or its affiliates have an equity or participation interest. The purchase, holding and sale of such investments by the Issuer may enhance the profitability of Jefferies' or an affiliate's own investments in such companies.

An affiliate of Jefferies is also providing financing to the Retention Holder that will be used by the Retention Holder to purchase a portion of the CM Originated Assets to the extent it is required to do so under the terms of the

Conditional Sale Agreement. For further details regarding the Conditional Sale Agreement, see "*The Retention Holder and the Securitisation Regulations—Origination of Collateral Obligations*".

In addition, on the Closing Date, Jefferies or its affiliates may, but are not under any obligation, to purchase for its or their own account all or some of the Notes of any Class, and no assurance is given that Jefferies or its affiliates will do so. In addition, from time to time after the Closing Date, Jefferies or its affiliates may buy or sell Notes for its or their own account or for re-packaging purposes, or enter into transactions related or linked to all or some of the Notes. In the future, Jefferies or its affiliates may, but will not be required to, repurchase and resell any of the Notes in market-making transactions.

Jefferies will be paid a fee by the Issuer on the Closing Date for its services to the Co-Issuers as Initial Purchaser (the "**Structuring Fee**"), which fee will be included among the transactional and closing expenses used to determine the amount of the net proceeds resulting from the issuance and sale of the Notes.

See also "*—Certain Conflicts Relating to Jefferies Entities' Relationships with the Collateral Manager and its Affiliates*" below.

Certain Conflicts Relating to Jefferies Entities' Relationships with the Collateral Manager and its Affiliates

Certain conflicts of interest may exist with regard to Jefferies and its affiliates' relationships with the Collateral Manager and its affiliates. An affiliate of Jefferies (the "**Jefferies Affiliate**") is an investor in an affiliate of the Collateral Manager (the "**Other Venture Manager**") that is currently the collateral manager of certain other CLOs and may in the future become the collateral manager of certain future CLOs (all of such CLOs, the "**Other Venture CLOs**"). The value of the Jefferies Affiliate's investment in the Other Venture Manager will be affected by the management fees received by the Other Venture Manager under the Other Venture CLOs and the performance and value of the retention notes retained by the Other Venture Manager in such Other Venture CLOs. Jefferies Entities also have invested in, and may in the future invest in, CLOs managed by MJX Asset Management, the Other Venture Manager or their affiliates. Certain of such investments include, or may in the future include, arrangements pursuant to which a portion of the management fees otherwise payable to the collateral manager are paid by the issuer to Jefferies or such affiliates.

Jefferies is also acting as the arranger of the Retention Financing transaction described herein under "*The Retention Financing*".

As a result of all of the existing and potential investments described in the foregoing paragraph, certain Jefferies Entities, including the Jefferies Affiliate and the Initial Purchaser, will benefit from the success of MJX Asset Management, the Collateral Manager and/or the Other Venture Manager and the offering of the Notes contemplated hereby, and, therefore, may be more incentivized to sell the Notes, to accept certain risks and approve certain terms of the offering of the Notes (such as their pricing) and/or the structure of the transactions described herein than might otherwise be the case in the absence of such investments. Since certain Jefferies Entities have (or may obtain) the right to receive a portion of the management fees in the CLOs managed by such parties, Jefferies Entities will also be affected directly by the ongoing performance of such CLOs. Such factors could materially and adversely affect holders of the Notes.

Certain Other Conflicts of Interest

The Trustee, any hedge counterparty or any of their respective Affiliates or employees may purchase Notes (either upon initial issuance or through secondary transfers), buy credit protection on Notes, or exercise any voting rights to which such Notes are entitled or hold a long or short position in one or more Classes of Notes and Collateral Obligations.

Waiver of Conflicts of Interest

By purchasing a Note, each investor will be deemed to have acknowledged the existence of the conflicts of interest inherent to this transaction, including as described herein, and to the extent the conflict does not result in a violation of applicable law, to have waived any claim with respect to any liability arising from the existence thereof.

Limited Funds Available to the Issuer to Pay its Operating Expenses

The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Collateral Administrator, the Collateral Manager and the Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited under the Priority of Payments. In the event that such funds are not sufficient to pay the expenses incurred by the Issuer, its ability to operate effectively may be impaired, and the Issuer, any Issuer Subsidiary, the Trustee, the Collateral Administrator, the Collateral Manager and/or the Administrator may not be able to defend or prosecute legal proceedings that may be brought against them or that they might otherwise bring to protect the interests of the Issuer. In addition, service providers who are not paid in full, including the Administrator which provides the directors to the Issuer, have the right to resign.

Third Party Litigation

The activities of the Co-Issuers subject them to the normal risks of becoming involved in litigation by third parties. This risk would be somewhat greater if either of the Co-Issuers were to exercise control or significant influence over an obligor of a Collateral Obligation or Equity Security or act as a participant on a creditors committee. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would, absent bad faith, willful misconduct or gross negligence in the performance, or reckless disregard, of the Collateral Manager's obligations under the Collateral Management Agreement and the terms of the Indenture applicable to the Collateral Manager, be borne by the Issuer and would reduce amounts available for distribution and the Issuer's net assets. In addition, because the funds available to the Issuer to pay such fees and expenses are limited by the Priority of Payments, the Issuer may not be able to defend or prosecute legal proceedings that may be brought against it or that the Issuer might otherwise bring to protect its interests.

Rating Agency Confirmation

Historically, many actions by issuers of collateralized debt obligation vehicles (including but not limited to issuing additional securities and amending relevant agreements) have been conditioned on receipt of confirmation from the applicable rating agencies that such action would not cause the ratings on the applicable securities to be reduced or withdrawn. Recently, certain rating agencies have changed the manner and the circumstances under which they are willing to provide such confirmation and have expressed reluctance to provide such confirmation in connection with future transactions, regardless of the requirements of any applicable indenture and other transaction documents. If Moody's makes a public announcement or informs the Issuer, the Collateral Manager or the Trustee that it believes such confirmation is not required with respect to an action or its practice is not to give such confirmations, or if a rating agency no longer is considered a Rating Agency under the Indenture, the requirements for ratings confirmation with respect to that Rating Agency will not apply.

Combination or "layering" of multiple risks may significantly increase risk of loss

Although the various risks discussed in this Offering Circular are generally described separately, you should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor in the Notes may be significantly increased.

Relating to Regulatory and Other Legal Considerations

Legal and Regulatory Developments

In response to the downturn in the credit markets and the global economic crisis, various agencies and regulatory bodies of the U.S. federal government have taken or are considering taking actions to address the financial crisis. These actions include, but are not limited to, the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), which was signed into law on July 21, 2010, and which imposes a new regulatory framework over the U.S. financial services industry and the consumer credit markets in general. Various regulations implementing the Dodd-Frank Act, including, but not limited to, final and proposed regulations by the SEC and other federal regulatory agencies that, as enacted or if enacted, as applicable, do or could significantly alter the manner in which asset-backed securities, including securities similar to the Notes, are issued and structured and increase the reporting obligations of the issuers of such securities. Given the broad scope and sweeping nature of these changes and the fact that not all final implementing rules and regulations have been enacted, the potential impact of these actions on the Issuer, any of the Notes or any owners of interests in the Notes is unknown, and no assurance can be made that the impact of such changes would not have a material adverse effect on the prospects of the Issuer or the

value or marketability of the Notes. In particular, if existing transactions are not exempted from any such new rules or regulations, the costs of compliance with such rules and regulations could have a material adverse effect on the Issuer and the owners of Notes. If the Issuer were unable to comply with such rules and regulations (because of excessive cost, unavailability of information or otherwise), an Event of Default could result. Liquidation of the Assets as a result of an Event of Default could have a material adverse effect on the owners of Notes, particularly the Subordinated Notes.

Pursuant to the Dodd-Frank Act, the Commodity Futures Trading Commission ("**CFTC**") has promulgated a range of new regulatory requirements that may affect the pricing, terms and compliance costs associated with Hedge Agreements.

In addition, the CFTC adopted rules under the Dodd-Frank Act that include "swaps" as "commodity interests" which if traded by an entity may cause that entity to be a "commodity pool" under the Commodity Exchange Act and the Collateral Manager to be a "commodity pool operator" ("**CPO**") and "commodity trading advisor" ("**CTA**"). Based on CFTC interpretive guidance, the Issuer is not expected to be treated as a commodity pool. In the event that such guidance changes or the Issuer engages in one or more activities that might cause it to be treated as a commodity pool, regulation of the Issuer as a commodity pool and/or regulation of the Collateral Manager as a CPO could cause the Issuer to be subject to extensive registration and reporting requirements that would involve material costs to the Issuer. The scope of such requirements and related compliance costs is uncertain but could adversely affect the amount of funds available to make payments on the Notes. While limited exemptions from certain of these requirements may be available, the conditions of such an exemption may constrain the extent to which the Issuer may be able to enter into swap transactions.

Before entering into any such Hedge Agreement, certain conditions with respect to these requirements must be satisfied as described herein. Accordingly, there may be circumstances where it would otherwise be in the Issuer's interest to enter into a Hedge Agreement to hedge or mitigate certain economic risks, but it will not be able to do so, which could reduce amounts available to make payments on the Notes.

The Financial Accounting Standards Board has adopted changes to the accounting standards for structured products. These changes, or any future changes, may affect the accounting for entities such as the issuing entity, could under certain circumstances require an investor or its owner generally to consolidate the assets of the issuing entity in its financial statements and record third parties' investments in the Issuer as liabilities of that investor or owner or could otherwise adversely affect the manner in which the investor or its owner must report an investment in Notes for financial reporting purposes.

Furthermore, various regulatory and other requirements may restrict a broker-dealer's ability to publish quotations for Notes or a potential investor's ability to purchase Notes or make such an investment unattractive to them. For example, recent regulatory interpretations by the Securities and Exchange Commission under Exchange Act Rule 15c2-11 may restrict the ability of brokers and dealers to publish quotations on the Notes an any interdealer quotation system or other quotation medium after January 3, 2023. See "*—Relating to the Notes—Liquidity Considerations*".

On February 9, 2022, the SEC voted to propose a suite of new rules and amendments (the "**Private Fund Adviser Proposal**") under the Investment Advisers Act. Comments on the rule were due by June 13, 2022. If adopted, the Private Fund Adviser Proposal would significantly increase the compliance obligations of advisers to "private funds", i.e., funds that rely on the exceptions from the definition of "investment company" provided in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act. Because the Issuer will rely on Section 3(c)(7), if the Private Fund Adviser Proposal were to become effective in its current form, the Private Fund Adviser Proposal would impose substantial additional obligations on the Collateral Manager, including by requiring additional reporting and audited financial statements for this transaction, prohibiting certain aspects of the indemnification of the Collateral Manager that will be provided for under the Collateral Management Agreement and prohibiting advisers from providing preferential treatment (e.g. via side letters) to certain investors regarding redemption and other matters. In addition, the Private Fund Adviser Proposal would require fairness opinions for adviser-led secondary transactions, which could adversely affect the Issuer's ability to consummate Refinancings or other transactions under the Indenture (and in turn could adversely affect the holders of the Subordinated Notes). The costs of complying with certain of the reporting and compliance obligations under the Private Fund Adviser Proposal could be substantial, and it is unclear if the costs of preparing such reports would be borne by the Issuer or the Collateral Manager. If the Issuer is responsible for such expenses, it could affect the Issuer's ability to make payments on the Secured Notes and reduce amounts available for

distribution to the holders of the Subordinated Notes. Based on the current form of the Private Fund Adviser Proposal, it is not expected that this transaction or other CLO transactions that close prior to the effectiveness of the Private Fund Adviser Proposal would be exempted through any kind of "grandfathering" provision. If enacted, the Private Fund Adviser Proposal may disincentivize collateral managers to participate in CLO transactions, and if the Collateral Manager were to resign or the applicable holders desired to remove the Collateral Manager in connection with a "cause" event under the Collateral Management Agreement, there may be no successor Collateral Manager willing to accept appointment as such, in which case the Collateral Manager would be required to continue to act as Collateral Manager under the Collateral Management Agreement.

The EU has also taken a number of actions in response to the financial crisis. European reforms related to the regulation of securitization markets include the introduction of various requirements on the investors and certain transaction parties, which have been incorporated into the UK law (with certain amendments) as further described below under "*—EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes*" and "*—Potential expenses associated with AIFMD and UK AIFMR*".

U.S. banking supervisors have implemented regulations that increase the costs of owning CLO securities for certain large financial institutions subject to these rules. These regulations include increased requirements for the amount of capital required by large banks and an increase in the assessment imposed by the Federal Deposit Insurance Corporation for deposit insurance in connection with owning certain securitization assets, including CLO securities. Banks subject to one or both of these regulations may be deterred from purchasing the Notes. This may adversely affect the liquidity of the Notes in the secondary market. See "*—Relating to the Notes—Liquidity Considerations*".

No assurance can be made that the U.S. federal government, any U.S. regulatory body or any non-U.S. government or regulatory body will not continue to take further legislative or regulatory action in response to the economic crisis or otherwise, and the effect of such actions, if any, cannot be known or predicted.

No representation is made by any Transaction Party as to the proper characterization of the Notes for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Notes under applicable legal investment restrictions, the application of the Volcker Rule to the Issuer or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. Investors and prospective investors should consult their own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent they deem necessary.

Japanese Risk Retention Rules may affect the liquidity and performance of the Notes

The Japanese Financial Services Agency (the "**Japanese FSA**") has published rules (the "**JRR Final Rules**") to introduce risk retention and disclosure requirements for certain categories of Japanese investors (such investors, "**Japanese Affected Investors**") seeking to invest in securitization transactions. The JRR Final Rules became effective on March 31, 2019 with respect to securities issued in securitization transactions acquired by Japanese Affected Investors on and after such date. Among other things, the JRR Final Rules would require Japanese Affected Investors to apply higher risk weighting to securitization exposures they hold unless either the applicable "originator" (as defined in the JRR Final Rules) commits to hold a retention piece of at least 5% of the total underlying assets in the securitization transaction (the "**Japanese Retention Requirement**") or the Japanese Affected Investors make a determination that the assets underlying the CLO were "not inadequately formed." Under the JRR Final Rules, Japanese Affected Investors would be subject to punitive capital requirements and/or other regulatory penalties with respect to investments in securitization transactions that fail to comply with the Japanese Retention Requirement.

At this time, each person receiving this Offering Circular should understand that there are a number of unresolved questions and no established line of authority, precedent or market practice that provides definitive guidance with respect to the JRR Final Rules. In particular, the basis for the determination of whether an asset is "inadequately formed" remains unclear, and therefore unless the Japanese FSA provides further specific clarification, it is possible that this transaction may contain assets deemed to be "inadequately formed" and as a result may not be exempt from the Japanese Retention Requirement. Whether and to what extent the Japanese Financial Services Agency may provide further clarification or interpretation as to the JRR Final Rules is currently unknown.

If it is determined that the Japanese Retention Requirement applies to this transaction and this transaction fails to comply with the Japanese Retention Requirement, Japanese Affected Investors who invest in the Notes could be

subject to punitive capital requirements and/or other regulatory payments as a result of such investment. In addition, the potential application of the Japanese Retention Requirement to this transaction and the Notes may adversely affect the liquidity and market price of the Notes. Each holder of Notes is responsible for analyzing its own regulatory position and is advised to consult with its own advisers regarding the suitability of the Notes for investment and the applicability, if any, of the Japanese Retention Requirement. None of the Co-Issuers, the Collateral Manager, the Service Provider, the Initial Purchaser, the Trustee, nor any of their respective Affiliates intends to take any steps to comply with the Japanese Retention Requirement or makes any representation or agreement regarding this transaction's compliance with the Japanese Retention Requirement or the consequences of the Japanese Retention Requirement for any person.

The Collateral Manager has informed the Issuer that it believes that the U.S. Risk Retention Rules do not apply to it with respect to this transaction

On October 21st and 22nd, 2014, six federal agencies (the Federal Deposit Insurance Corporation, the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Securities and Exchange Commission, the Department of Housing and Urban Development, and the Federal Housing Finance Agency) adopted joint final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act, which were published in the Federal Register on December 24, 2014 (together with any additional requirements, rules and regulations promulgated thereunder from time to time, the "**U.S. Risk Retention Rules**"). Such rules are currently in effect and generally require the sponsor of a securitization transaction to retain a specified portion of the notes offered thereunder. However, on February 9, 2018, a three judge panel of the United States Court of Appeals for the District of Columbia Circuit (the "**Court**") rendered a decision in The Loan Syndications and Trading Association v. Securities and Exchange Commission and Board of Governors of the Federal Reserve System, No. 1:16-cv-0065, in which the Court held that open market CLO managers are not "securitizers" subject to the requirements of the U.S. Risk Retention Rules. The Court's decision became effective upon issuance of the mandate and enforcement of the mandate by the lower court, which enforcement occurred on April 5, 2018. In addition, the deadlines for requesting the Court to reconsider the decision and to appeal the decision to the Supreme Court have both passed. Accordingly, the Collateral Manager has informed the Issuer that it believes that as of the Closing Date the U.S. Risk Retention Rules will not apply to the Collateral Manager with respect to the securitization transaction described herein and that, therefore, subject to the Retention Holder's independent obligations under the Risk Retention Letter, none of the Collateral Manager or any of its Affiliates will have any obligation, under the U.S. Risk Retention Rules, to purchase or retain any Notes and may, in the future, transfer or otherwise dispose of all or a portion of such Notes. The absence of any such "skin in the game" may cause the Collateral Manager to make more speculative investments than it otherwise would make, which could have an adverse effect upon the market value and liquidity of the Notes. Investors should also be aware that none of the other Transaction Parties has committed to retain any of the Notes pursuant to the U.S. Risk Retention Rules.

EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes

Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending certain other European Union directives and regulations (as amended by Regulation (EU) 2021/557 and as may be further amended from time to time) (the "**EU Securitisation Regulation**") is directly applicable in member states of the European Union and will be applicable in any non-EU states of the EEA in which it has been implemented. The EU Securitisation Regulation, together with all relevant implementing regulations in relation thereto, all regulatory and/or implementing technical standards in relation thereto or applicable in relation thereto pursuant to any transitional arrangements made pursuant to the EU Securitisation Regulation and, in each case, any relevant guidance and directions published in relation thereto by the European Banking Authority, the European Securities and Markets Authority and the European Insurance and Occupational Pensions Authority (or, in each case, any predecessor or any other applicable regulatory authority) or by the European Commission, in each case as amended and in effect from time to time, are referred to in this Offering Circular as the "**EU Securitisation Rules**".

Article 5 of the EU Securitisation Regulation places certain conditions on investments in a "securitisation" (as defined in the EU Securitisation Regulation) (the "**EU Due Diligence Requirements**") by "institutional investors", defined to include (a) a credit institution or an investment firm as defined in and for purposes of Regulation (EU) No 575/2013, as amended, known as the Capital Requirements Regulation (the "**CRR**"), (b) an insurance undertaking or a reinsurance undertaking as defined in Directive 2009/138/EC, as amended, known as Solvency II, (c) an alternative

investment fund manager as defined in Directive 2011/61/EU that manages and/or markets alternative investment funds in the EU, (d) an undertaking for collective investment in transferable securities ("**UCITS**") management company, as defined in Directive 2009/65/EC, as amended, known as the UCITS Directive, or an internally managed UCITS, which is an investment company that is authorized in accordance with that Directive and has not designated such a management company for its management, and (e) with certain exceptions, an institution for occupational retirement provision falling within the scope of Directive (EU) 2016/2341, or an investment manager or an authorized entity appointed by such an institution for occupational retirement provision as provided in that Directive. Pursuant to Article 14 of the CRR, the EU Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of institutions regulated under the CRR (such affiliates, together with all institutional investors, "**EU Affected Investors**").

Prior to investing in (or otherwise holding an exposure to) a "securitisation position" (as defined in the EU Securitisation Regulation), an EU Affected Investor, other than the originator, sponsor or original lender (each as defined in the EU Securitisation Regulation) must, among other things:(i) verify that, where the originator, sponsor or original lender (each as defined in the EU Securitisation Regulation) is established in a third country (that is, not within the EU or the EEA), the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five percent in the securitization determined in accordance with Article 6 of the EU Securitisation Regulation and such risk retention is disclosed to institutional investors; (ii) verify that the originator, sponsor or SSPE (as defined in the EU Securitisation Regulation) has, where applicable, made available the information required by Article 7 of the EU Securitisation Regulation in accordance with the frequency and modalities provided for in that Article; (iii) verify that, where the originator or original lender is established in a third country (that is, not within the EU or the EEA), the originator or original lender grants all the credits giving rise to the underlying exposure on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on thorough assessment of the obligor's creditworthiness, and (iv) carry out a due-diligence assessment which enables the EU Affected Investor to assess the risks involved, considering at least (A) the risk characteristics of the securitisation position and the underlying exposures, and (B) all the structural features of the securitisation that can materially impact the performance of the securitisation position. While holding a securitisation position, an EU Affected Investor must also (a) establish appropriate written procedures in order to monitor, on an ongoing basis, its compliance with the foregoing requirements and the performance of the securitisation position and of the underlying exposures, (b) regularly perform stress tests on the cash flows and collateral values supporting the underlying exposures, (c) ensure internal reporting to its management body to enable adequate management of material risks and (d) be able to demonstrate to its regulatory authorities that it has a comprehensive and thorough understanding of the securitisation position and its underlying exposures and has implemented written policies and procedures for managing risks of the securitisation position and maintaining records of the foregoing verifications and due diligence and other relevant information.

See "*The Retention Holder and the Securitisation Regulations—Origination of Collateral Obligations*" in this Offering Circular for further details regarding the Retention Holder's origination process.

The EU Securitisation Regulation imposes a direct obligation on the originator, sponsor or original lender of a securitisation to retain a material net economic interest in the securitisation of not less than 5% (the "**EU Risk Retention Requirements**"). Certain aspects of the EU Risk Retention Requirements are to be further specified in regulatory technical standards to be adopted by the European Commission as a delegated regulation. The European Banking Authority (the "**EBA**") published a final draft of those regulatory technical standards on April 12, 2022 (the "**Final Draft RTS**"), but they have not yet been adopted by the European Commission. Pursuant to Article 43(7) of the EU Securitisation Regulation, until these regulatory technical standards apply, certain provisions of Delegated Regulation (EU) No. 625/2014 shall continue to apply (the "**CRR RTS**"). See "*The Retention Holder and the Securitisation Regulations—Originator Requirement*" in this Offering Circular for further details regarding the Retention Holder and the definition of "originator" for the purposes of the Securitisation Regulations.

The jurisdictional scope of the EU Securitisation Regulation is unclear. Notwithstanding the above, on the Closing Date, pursuant to the Risk Retention Letter, the Retention Holder, as "originator", on an ongoing basis for as long as any Notes are outstanding, will agree to subscribe for and hold a material net economic interest in the Notes comprised of not less than 5.0% of the Aggregate Outstanding Amount of each Risk Retention Tranche of the Notes in accordance with paragraph (a) of Article 6(3) of the EU Securitisation Regulation (as in effect on the Closing Date) (such portion

of the Notes is referred to herein as the "**EU Retained Interest**"), as further described in "*The Retention Holder and the Securitisation Regulations.*"[2]

Without limitation to the foregoing, no assurance can be given that the EU Securitisation Regulation or the interpretation or application thereof will not change, and if any such change is implemented, as to whether and to what extent the transactions described herein will be affected by such changes or any other changes in law or regulation relating to the EU Securitisation Regulation generally or the EU Risk Retention Requirements in particular.

With respect to the UK, relevant UK-established or UK-regulated persons are subject to the restrictions and obligations of the EU Securitisation Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (and as may be further amended, supplemented or replaced, from time to time) (the "**UK Securitisation Regulation**", and together with the EU Securitisation Regulation, the "**Securitisation Regulations**"). The UK Securitisation Regulation, together with (a) all applicable binding technical standards made under the UK Securitisation Regulation (including, without limitation, any regulatory or implementing technical standards of the European Union that form part of UK domestic law by virtue of EUWA); (b) relevant guidance, policy statements or directions relating to the application of the UK Securitisation Regulation (or any binding technical standards) published by the United Kingdom Prudential Regulatory Authority and/or the FCA (or their successors); (c) any other relevant transitional, saving or other provision relevant to the UK Securitisation Regulation by virtue of EUWA; and (d) any other applicable laws, acts, statutory instruments, rules, guidance or policy statements published or enacted relating to the UK Securitisation Regulation, in each case, as may be further amended, supplemented or replaced, from time to time, are referred to in this offering memorandum as the "**UK Securitisation Rules**", and together with the EU Securitisation Rules, the "**Securitisation Rules**".

Article 5 of the UK Securitisation Regulation places certain conditions on investments in a "securitisation" (as defined in the UK Securitisation Regulation) (the "**UK Due Diligence Requirements**" and, together with the EU Due Diligence Requirements, the "**Due Diligence Requirements**") by an "institutional investor", defined to include (a) an insurance undertaking as defined in section 417(1) of the Financial Services and Markets Act 2000 (the "**2000 Act**"); (b) a reinsurance undertaking as defined in section 417(1) of the 2000 Act; (c) an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993; (d) an AIFM as defined in regulation 4(1) of the Alternative Investment Fund Managers Regulation 2013 which markets or manages AIFs (as defined in regulation 3 of those Regulations) in the UK; (e) a management company as defined in section 237(2) of the 2000 Act; (f) a UCITS as defined by section 236A of the 2000 Act, which is an authorized open ended investment company as defined in section 237(3) of the 2000 Act; (g) a CRR firm as defined by Article 4(1)(2A) of the EU CRR as it forms part of UK domestic law by virtue of the EUWA and as amended (the "**UK CRR**") and (h) an FCA investment firm as defined by Article 4(1)(2AB) of the UK CRR. The UK Due Diligence Requirements may also apply to investments by certain consolidated affiliates, wherever established or located (such affiliates, together with all institutional investors, "**UK Affected Investors**" and, together with EU Affected Investors, the "**Affected Investors**").

Prior to investing in (or otherwise holding an exposure to) a "securitisation position" (as defined in the UK Securitisation Regulation), a UK Affected Investor, other than the originator, sponsor or original lender (each as defined in the UK Securitisation Regulation) must, among other things: (a) verify that, where the originator or original lender is established in a third country (i.e. not the UK), the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness, (b) verify that, if established in the third country (i.e. not the UK), the originator, sponsor or original lender retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5 per cent., determined in accordance with Article 6 of the UK

[2] With regard to the Class A-1 Notes, the Retention Holder will retain only Class A-1F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-1 Notes as a whole; with regard to the Class A-2 Notes, the Retention Holder will retain only Class A-2F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-2 Notes as a whole; and, with regard to the Class B Notes, the Retention Holder will retain only Class BF Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class B Notes as a whole.

Securitisation Regulation, and discloses the risk retention to UK Affected Investors, (c) verify that the originator, sponsor or the SSPE has, where applicable, made available information which is substantially the same as that which an originator, sponsor or SSPE would have made available as required by Article 7 of the UK Securitisation Regulation (which sets out in the UK Transparency Requirements (as defined below)) if it had been established in the UK, and (d) carry out a due-diligence assessment which enables the UK Affected Investor to assess the risks involved, considering at least (i) the risk characteristics of the securitisation position and the underlying exposures, and (ii) all the structural features of the securitisation that can materially impact the performance of the securitisation position.

While holding a securitisation position, a UK Affected Investor must also (a) establish appropriate written procedures in order to monitor, on an ongoing basis, its compliance with the foregoing requirements and the performance of the securitisation position and of the underlying exposures, (b) regularly perform stress tests on the cash flows and collateral values supporting the underlying exposures, (c) ensure internal reporting to its management body to enable adequate management of material risks and (d) be able to demonstrate to its regulatory authorities that it has a comprehensive and thorough understanding of the securitisation position and its underlying exposures and has implemented written policies and procedures for managing risks of the securitisation position and maintaining records of the foregoing verifications and due diligence and other relevant information.

The UK Securitisation Regulation imposes a direct obligation on the originator, sponsor or original lender of a securitisation to retain a material net economic interest in the securitisation of not less than 5% (the "**UK Risk Retention Requirements**" and together with the EU Risk Retention Requirements the "**EU/UK Risk Retention Requirements**"). Certain aspects of the UK Risk Retention Requirements are to be further specified in regulatory technical standards to be adopted by the UK as a delegated regulation. Until these regulatory technical standards apply, certain provisions of Delegated Regulation (EU) No. 625/2014 as it forms part of UK domestic law by virtue of the EUWA will apply.

The jurisdictional scope of the UK Securitisation Regulation is unclear. Notwithstanding the above, on the Closing Date, pursuant to the Risk Retention Letter, the Retention Holder, as "originator", on an ongoing basis for as long as any Notes are outstanding, will agree to subscribe for and hold a material net economic interest in the Notes comprised of not less than 5.0% of the Aggregate Outstanding Amount of each Risk Retention Tranche of the Notes in accordance with paragraph (a) of Article 6(3) of each of the Securitisation Regulations (as in effect on the Closing Date) (such portion of the Notes is referred to herein as the "**UK Retained Interest**" and, together with the EU Retained Interest, the "**Retention Notes**"), as further described in "*The Retention Holder and the Securitisation Regulations*".[3]

Without limitation to the foregoing, no assurance can be given that the UK Securitisation Regulation or the interpretation or application thereof will not change, and if any such change is implemented, as to whether and to what extent the transactions described herein will be affected by such changes or any other changes in law or regulation relating to the UK Securitisation Regulation generally or the UK Risk Retention Requirements in particular.

No party is required under the Indenture to provide the information set out in the disclosure templates specified under the Securitisation Rules, nor is it required under the Indenture to provide any other information that may be required pursuant to Article 7 of the EU Securitisation Regulation or the UK Securitisation Regulation, as applicable (the "**Transparency Requirements**"). However, the Issuer will provide information about the Collateral Obligations in each Monthly Report, but there can be no assurance that the information in the Monthly Reports will satisfy such requirements.

The obligations of the Retention Holder in the Risk Retention Letter set forth the only obligations of any party to the transactions described in this Offering Circular with respect to the Securitisation Rules. No party to the transactions

[3] With regard to the Class A-1 Notes, the Retention Holder will retain only Class A-1F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-1 Notes as a whole; with regard to the Class A-2 Notes, the Retention Holder will retain only Class A-2F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-2 Notes as a whole; and, with regard to the Class B Notes, the Retention Holder will retain only Class BF Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class B Notes as a whole.

described in this Offering Circular is required or will be required to take or refrain from taking any other actions for the purpose of facilitating or enabling the compliance by any investor with the Due Diligence Requirements.

The jurisdictional scope of the Transparency Requirements is unclear and there continue to be ongoing discussions among market participants in relation to the interpretation of the jurisdictional scope of the Transparency Requirements, their applicability to third country originators, sponsors and SSPEs, and the extent to which an Affected Investor is required to verify compliance with the Transparency Requirements in cases where the originator, the original lender or the sponsor is established in a third country.

It remains unclear what will be required for Affected Investors to demonstrate compliance with the Due Diligence Requirements. Each prospective investor in the Notes that is an Affected Investor is required to independently assess and determine whether the undertaking by the Retention Holder to retain the Retention Notes as described above and in this Offering Circular generally, the other information in this Offering Circular and the information to be provided in any reports provided to investors in relation to this transaction and otherwise is sufficient to comply with the Due Diligence Requirements or any corresponding national measures which may be relevant. None of the Issuer, the Co-Issuer, the Retention Holder, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes, the Retention Holder (including its holding of the Retention Notes) and the transactions described herein are compliant with the Securitisation Rules or any other applicable legal or regulatory or other requirements and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transaction or structure contemplated hereby to comply with or otherwise satisfy such requirements, any subsequent change in law, rule or regulation or any other applicable legal, regulatory or other requirements or any failure by any investor that is an Affected Investor to satisfy the Due Diligence Requirements.

The Collateral Manager does not have any obligation to change the quantum or nature of its holding of the Retention Notes due to any future changes in the EU/UK Risk Retention Requirements, the Due Diligence Requirements or the interpretation thereof.

Failure by an Affected Investor to comply with the applicable Due Diligence Requirements with respect to an investment in the Notes offered by this Offering Circular may result in the imposition of a penalty regulatory capital charge on that investment or of other regulatory sanctions by the competent authority of such Affected Investor.

The Securitisation Regulations and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of Affected Investors and have an adverse impact on the value and liquidity of the Notes in the secondary market. Prospective investors should analyze their own regulatory position and should consult with their own investment and legal advisors regarding application of, and compliance with, the applicable Due Diligence Requirements or other applicable regulations and the suitability of the Notes for investment.

Potential expenses associated with AIFMD and UK AIFMR

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") and the UK Alternative Investment Fund Managers Regulations 2013 (as amended) (the "**UK AIFMR**") provide that alternative investment funds ("**AIFs**") in the EU and UK respectively must have a designated alternative investment fund manager (an "**AIFM**") with responsibility for portfolio and risk management. Although the portfolio and risk management provisions of AIFMD apply only to EEA AIFMs and the portfolio and risk management provisions of UK AIFMR apply only to UK AIFMs when managing any AIF, the disclosure and transparency requirements of AIFMD and UK AIFMR, as applicable, apply to any non-EEA/UK AIFs which are to be marketed in the EEA and/or the UK. CLO issuers, including the Co-Issuers, are generally taking the position that they are not AIFs that are subject to the jurisdiction of AIFMD or UK AIFMR because they qualify for the exemption for "securitization special purpose entities". While the Co-Issuers expect to be exempt from these requirements as "securitization special purpose entities", the ESMA has not given any formal guidance on the application of this exemption. It is possible that the Co-Issuers' position could change in the event that one or more European regulatory authorities or the FCA expresses a view that such exemption or exclusion is not available to CLO issuers.

If AIFMD or UK AIFMR were to apply to the Co-Issuers as non-EEA/UK AIFs and the Collateral Manager engaged in any marketing in the EEA and/or the UK, the Collateral Manager would be subject to the disclosure and transparency requirements of AIFMD or UK AIFMR, as applicable, which require, among other things, that investors in the European Union and the UK receive initial and periodic disclosures concerning any AIF which is marketed to them; that annual financial reports of the AIF must be prepared in compliance with the AIFMD or UK AIFMR and made available to investors; and that periodic reports relating to the AIF must be filed with the competent regulatory authority in each EU member state and the UK, if applicable, in which the fund has been marketed. The expenses related to such obligations would be reimbursable by the Issuer and would be borne first by the Subordinated Notes.

The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules

Each Person receiving this Offering Circular should be aware that the Retention Holder intends to enter into the Retention Financing, which will be arranged by the Initial Purchaser or an affiliate thereof, to finance the Retention Holder's acquisition of a material portion of the Retention Notes. For a more detailed description of the Retention Financing, see "*The Retention Financing*". The Retention Holder will grant to a trustee acting for the benefit of the holders of the notes issued under the Retention Financing a security interest in all of the Retention Notes. None of the Initial Purchaser, the Collateral Administrator, the Issuer, the Co-Issuer, the Trustee or their respective Affiliates makes any representation, warranty or guarantee that the Retention Financing will comply with, or that the ownership of the Retention Notes will allow the Collateral Manager, as the Retention Holder, to comply with, the Securitisation Rules at all times. The Retention Holder must, in its capacity as owner of the Retention Notes, act or refrain from acting in respect of any request, act, decision or vote that could reasonably be expected to adversely affect the economics of such Retention Notes (including but not limited to payment amounts, interest rates, timing of payments, calculation of payments, waterfalls and overcollateralization tests), or following the occurrence and during the continuance of certain events of default or "cash-trap events" under the Retention Financing, as directed by the creditors under the Retention Financing. In particular, should the Retention Holder default in the performance of its obligations under the Retention Financing, the trustee under the Retention Financing would have the right under certain limited circumstances to enforce the security interest granted by the Retention Holder over certain assets of the Retention Holder (including the Retention Notes) and to exercise other creditor remedies, including, in the absence of an officer's certificate from the Retention Holder (to the effect that it has determined, in its commercially reasonable judgment based upon advice of nationally recognized counsel experienced in such matters, that it is in compliance with the U.S. Risk Retention Rules in connection with this transaction), effecting the sale of some or all of the Retention Notes. In carrying out such sales, the trustee would not be required to have regard to the Securitisation Rules, and any such sale may therefore cause the sponsor of the transaction described in this Offering Circular and/or the transaction itself to cease to be compliant with the Securitisation Rules, and could cause the Retention Holder to cease to be in compliance with the Risk Retention Letter. As a result of the foregoing and certain other creditor rights in the Retention Financing, the Retention Financing could have a material and adverse effect on the Issuer, the Notes and/or the Collateral Manager. Following the occurrence and during the continuance of an event of default under the Retention Financing, the Retention Holder has granted to such creditors under the Retention Financing the right to direct all of the voting and consent rights in respect of the Retention Notes. In directing such votes, the senior creditors would not be required to consider any interests other than their own. The exercise of the creditors' remedies under the Retention Financing could also cause all or a portion of the Supplemental Management Fee to be diverted to repay the Retention Financing, which may impair or otherwise affect the Collateral Manager's continued ability and incentives to act as Collateral Manager.

Under certain circumstances, the term of the Retention Financing may be shorter than the effective term of the Notes, requiring the Retention Holder to repay or refinance the retention financing while some or all Classes of Notes are outstanding. If refinancing opportunities were limited at such time and the Retention Holder were unable to repay the Retention Financing from other sources, the Retention Holder could be forced to sell some or all of the Retention Notes in order to obtain funds to repay the Retention Financing without regard to the Securitisation Rules or the Risk Retention Letter and such sales may therefore cause the sponsor of the transaction and/or the transaction described in this Offering Circular to cease to be compliant with the Securitisation Rules and the Retention Holder to cease to be compliant with the Risk Retention Letter. This could have an adverse effect upon the price and liquidity of the Notes in the secondary market.

As a result of the Retention Financing and the security interest and other rights granted to the trustee and creditors thereunder no assurance is or can be given that the Retention Holder will hold the Retention Notes in accordance with

the Securitisation Rules and that the Retention Holder and/or the transaction described herein will at any time comply with any Securitisation Rules or that the Retention Holder will comply with the Risk Retention Letter.

In addition, in connection with the Retention Financing, the Collateral Manager will agree that, for as long as any of the debt secured by the Retention Notes under the Retention Financing is outstanding (i) to not permit any Refinancing under the Indenture that is not a Permitted Refinancing, (ii) to not permit any Re-Pricing Amendment that is not a Permitted Re-Pricing, (iii) if such debt would not be repaid in full in connection with any of the following, to not permit (x) any additional issuance of Notes under the Indenture or (y) any Issuer purchases of Notes under the Indenture and (iv) to not permit an extension of the Stated Maturity of any Notes under the Indenture without, in the case of this clause (iv), (a) the satisfaction of the Moody's rating condition in respect of the debt issued under the Retention Financing and (b) the written consent from a majority of each class of the debt issued under the Retention Financing.

Furthermore, the Initial Purchaser or an affiliate thereof may provide a portion of the financing in connection with the Retention Financing. None of the Initial Purchaser, any affiliate thereof or the trustee or any other creditor under the Retention Financing is under any obligation to stay the exercise of any of its rights under the Retention Financing documentation in consideration of the Initial Purchaser's role as Initial Purchaser in connection with this transaction. Further, the trustee and creditors under the Retention Financing will have no obligation to notify any of the Issuer, the Trustee or any investor prior to exercising any creditor remedy available to it. See "*Risk Factors—Relating to the Issuer and Its Service Providers—Certain Conflicts of Interest Relating to the Initial Purchaser and Its Affiliates*". None of the Initial Purchaser, the Collateral Administrator, the Issuer, the Co-Issuer, the Trustee or their respective Affiliates makes any representation, warranty or guarantee that such financing arrangements will comply with, or that the ownership of the Retention Notes will allow the Collateral Manager, as the Retention Holder, to comply with, the Securitisation Rules.

The failure by the Retention Holder to comply with the EU/UK Risk Retention Requirements may result in Affected Investors no longer being able to hold or purchase the Notes, which may have a material and adverse effect on the market value and/or liquidity of the Notes as well as on the business, condition (financial or otherwise), assets, operations or prospects of the Issuer and/or the Collateral Manager.

National Association of Insurance Commissioners' Proposal on Risk Assessment of CLOs

On May 25, 2022, the Valuation of Securities (E) Task Force of the National Association of Insurance Commissioners proposed changes to the calculation of risk-based capital charges assessed on CLO securities held by insurance companies (the "**NAIC Proposal**"). Although many details of the NAIC Proposal remain unclear, if the NAIC Proposal is adopted it could result in a material increase in the amount of capital that insurance companies must hold in relation to their CLO investments. In addition to the potential adverse effect of such a change on insurance companies holding Notes, other investors in the Notes could be adversely affected if the change were to reduce the secondary market liquidity of CLO securities such as the Notes. Each investor in the Notes must make its own determination as to whether its investment in the Notes would be affected by the NAIC Proposal, and the potential impact of the NAIC Proposal on its investment, any liquidity in connection therewith and its portfolio generally. None of the Issuer, the Co-Issuer, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation or agreement regarding the potential consequences of the NAIC Proposal for any Person.

The Volcker Rule may negatively affect the liquidity and value of certain Classes

Section 619 of the Dodd-Frank Act added a provision to federal banking law, commonly referred to as the "**Volcker Rule**," to generally prohibit certain banking entities (potentially including the Initial Purchaser and its affiliates) from engaging in proprietary trading or from acquiring or retaining an ownership interest in, or sponsoring or having certain relationships with "covered funds" such as hedge funds or private equity funds, subject to certain exemptions. The exemptions that relate to trading in general in the Notes deal primarily with certain market-making and hedging transactions. On June 25, 2020, the federal regulators responsible for the enforcement of the Volcker Rule published certain further revisions to the Volcker Rule that became effective on October 1, 2020 (the "**2020 Volcker Rule Amendments**").

The final implementing regulations of the Volcker Rule include as a covered fund any entity that would be an investment company but for the exemptions provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company

Act. Therefore, absent an exemption, the Issuer would be a covered fund. Historically, issuers of collateralized loan obligations have relied upon the "loan securitization" exclusion from the definition of covered fund, which applies to an asset-backed security issuer the assets of which, in general, consist only of loans, cash equivalents and certain other assets. The Issuer does not intend to rely upon the "loan securitization" exclusion.

However, the 2020 Volcker Rule Amendments amended the Volcker Rule to exclude from the definition of "ownership interest" any "senior loan" or "senior debt" interest that has the following characteristics: (1) under the terms of the interest the holders of such interest do not have the right to receive a share of the income, gains, or profits of the covered fund, but are entitled to receive only: (i) interest at a stated interest rate, as well as commitment fees or other fees, which are not determined by reference to the performance of the underlying assets of the covered fund; and (ii) repayment of a fixed principal amount, on or before a maturity date, in a contractually-determined manner (which may include prepayment premiums intended solely to reflect, and compensate holders of the interest for, forgone income resulting from an early prepayment); (2) the entitlement to payments under the terms of the interest are absolute and could not be reduced based on losses arising from the underlying assets of the covered fund, such as allocation of losses, writedowns or charge-offs of the outstanding principal balance, or reductions in the amount of interest due and payable on the interest; and (3) the holders of the interest are not entitled to receive the underlying assets of the covered fund after all other interests have been redeemed or paid in full (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event). Accordingly, the notes of an asset-backed securities issuer that qualify as a senior debt interest and meet all of the foregoing criteria would not be considered ownership interests in a covered fund.

Based on the express language of the provisions of the 2020 Volcker Rule Amendments that are described in the immediately preceding paragraph, the Issuer is of the view that, under the Volcker Rule, the Senior Priority Notes should not be regarded as "ownership interests" in the Issuer. It should be noted, however, that such view is not free from doubt (and is based only on the express wording of the 2020 Volcker Rule Amendments); that such view would not be binding on any U.S. regulatory body; and that no assurance can be made, or is made by the Issuer, the Co-Issuer, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person, that any U.S. regulatory body would not take a view, or undertake an enforcement action, contrary to such view. Therefore, each prospective investor that is a banking entity subject to the Volcker Rule and that is evaluating an investment in any Class of Notes should independently assess and determine whether or not such Class would constitute a "senior debt interest" having all of the characteristics contemplated by the 2020 Volcker Rule Amendments. None of the Issuer, the Co-Issuer, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that the Notes meet any or all of the foregoing criteria or are not ownership interests in a covered fund for purposes of the Volcker Rule. There can be no assurance that the Issuer will not be a covered fund or that an investment in any Class of Notes will not constitute an "ownership interest" in a covered fund.

If a banking entity's ownership of a Class of Notes does constitute an ownership interest in a covered fund, depending on market conditions, this could significantly and negatively affect the liquidity and market value of such affected Class. Moreover, the ability of Jefferies to make a market in the affected Class would be subject to certain limitations, which could, if Jefferies otherwise had decided to make a market in such securities, further negatively affect liquidity and market value of the affected Class. In addition, if the Issuer were determined to be a covered fund and the Initial Purchaser were determined to have sponsored or organized and offered the Issuer's Notes, the Initial Purchaser and its affiliates may not be permitted to engage in certain transactions with the Issuer, possibly including the sale of loans to the Issuer. This could negatively affect the Issuer and the Collateral Manager's ability to manage the portfolio of Assets.

The United Kingdom's Withdrawal from the European Union

On January 31, 2020, the United Kingdom ("**UK**") formally withdrew from the EU, following which, and in accordance with the Withdrawal Act, on December 24, 2020, the UK and the EU reached agreement on the terms of a trade and cooperation agreement between the two parties (the "**UK-EU Free Trade Agreement**") which formally took effect on May 1, 2021.

The UK-EU Free Trade Agreement is complex and does not comprehensively cover all sectors, including financial services. Certain aspects of the future relationship between the UK and the EU may be subject to uncertainties, future disagreements and barriers to trade between the UK and the EU, which may cause investment

decisions to be delayed, reduce job security and damage consumer confidence. Investors should be aware that the Issuer's risk profile may be affected by this uncertainty, which might also have an adverse impact on the Assets and the Co-Issuers' business, financial condition, results of operations and prospects and could therefore also be detrimental to holders.

Insolvency Considerations Under U.S. Federal Bankruptcy Law

Various laws enacted for the protection of debtors or creditors may apply to the Collateral Obligations under U.S. federal bankruptcy law. If a court were to find that the obligor of a Collateral Obligation did not receive fair consideration or reasonably equivalent value for incurring the indebtedness constituting the Collateral Obligation and, after giving effect to such indebtedness, the obligor (i) was insolvent, (ii) was engaged in a business for which its remaining assets constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, the court could invalidate, in whole or in part, the indebtedness as a fraudulent conveyance, subordinate the indebtedness to existing or future creditors of the obligor or recover amounts previously paid by the obligor in satisfaction of the indebtedness. There can be no assurance as to what standard a court would apply in order to determine whether the obligor was "insolvent". In addition, in the event of the insolvency of an obligor of a Collateral Obligation, payments made on the Collateral Obligation could be subject to avoidance as a preference if made within a certain period of time (which may be as long as one year and one day) before insolvency.

A U.S. bankruptcy court may be able to recapture payments that are determined to be "avoidable" (whether as a preference or otherwise) either from the initial recipient (such as the Issuer) or from subsequent transferees of such payments (such as the owners of the Notes). To the extent that any such payments are recaptured from the Issuer, the resulting loss will be borne by the holders of the Notes in inverse order of seniority. A court in a bankruptcy or insolvency proceeding would be able to direct the recapture of payments from an owner of Notes only to the extent that it has jurisdiction over the owner or its assets. Moreover, it is likely that avoidable payments could not be recaptured directly from an owner that has given value in exchange for its Notes, in good faith and without knowledge that the payments were avoidable. Nevertheless, since there is no judicial precedent relating to a structured transaction such as the Notes, there can be no assurance that an owner of Notes will be able to avoid recapture on this or any other basis.

The Administrator and the Issuer are subject to Jersey Anti-Money Laundering Legislation

Each of the Administrator and the Issuer is subject to the Jersey AML Regulations.

In order to comply with legislation or regulations aimed at the prevention of money laundering the Issuer is required to adopt and maintain anti-money laundering procedures, and may require prospective investors to provide evidence to verify their identity, the identity of their beneficial owners/controllers (where applicable), source of funds and wealth. Where permitted, and subject to certain conditions, the Issuer may also rely upon a suitable person for the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) or otherwise delegate the maintenance of such procedures to a suitable person (a "**Relevant AML Person**").

The Issuer, or the Relevant AML Person on the Issuer's behalf, reserve the right to request such information as is necessary to verify the identity of a prospective investor (i.e. a subscriber for or a transferee of interests in or issued by the Issuer including Notes) and the identity of their beneficial owners/controllers (where applicable). Where the circumstances permit, the Issuer, or the Relevant AML Person on the Issuer's behalf, may be satisfied that full due diligence may not be required at subscription where a relevant exemption applies under applicable law. However, detailed verification information may be required prior to the payment of any proceeds in respect of, or any transfer of, an interest in the Issuer or the Notes.

In the event of delay or failure on the part of the prospective investor in producing any information required for verification purposes, the Issuer, or the Relevant AML Person on the Issuer's behalf, may refuse to accept the application, or if the application has already occurred, may suspend or withdraw the interest, in which case any funds received will, to the fullest extent permitted by applicable law, be returned without interest to the account from which they were originally debited. Such a delay, failure or violation could materially adversely affect the timing and amount of payments by the Issuer to the holders of the Notes.

The Issuer, or the Relevant AML Person on the Issuer's behalf, also reserve the right to refuse to make any redemption or distribution payment to a holder of any Notes if the Issuer or the Relevant AML Person on the Issuer's behalf suspect or are advised that the payment of redemption or distribution proceeds to such interest holder may be non-compliant with applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Issuer or the Relevant AML Person with any applicable laws or regulations.

The Jersey Financial Services Commission has a discretionary power to impose substantial administrative fines upon the Issuer in connection with any breaches by the Issuer of prescribed provisions of the Proceeds of Crime (Jersey) Law 1999 and Money Laundering (Jersey) Order 2008, as amended and revised from time to time, and upon the Issuer and/or any director or officer of the Issuer who either consented to or connived in the breach, or to whose neglect the breach is proved to be attributable. To the extent any such administrative fine is payable by the Issuer, the Issuer will bear the costs of such fine and any associated proceedings.

If any person in Jersey knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to their Money Laundering Reporting Officer ("**MLRO**") where required or in the absence of the MLRO direct to the Jersey Financial Crime Unit of the States of Jersey Police as required in section 34A of the Proceeds of Crime (Jersey) Law 1999. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Investors may obtain details (including contact details) of any current Relevant AML Person, MLRO and Deputy Money Laundering Reporting Officer of the Issuer, by contacting the Issuer.

Lender Liability Considerations and Equitable Subordination

A number of judicial decisions in the United States and some non-U.S. jurisdictions have upheld the right of borrowers to sue lending institutions and others on the basis of various evolving legal theories. Generally, lender liability is founded upon the premise that a lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower that creates a fiduciary duty owed to the borrower or its other creditors or shareholders.

In some cases, courts have subordinated the claim of a lender against a borrower to claims of other creditors of the borrower when the lending institution is found to have engaged in unfair, inequitable or fraudulent conduct. Because of the nature of certain of the Collateral Obligations, the Issuer could be subject to claims from creditors of obligors that the Issuer's claim under the Collateral Obligation should be equitably subordinated.

Insolvency Considerations with Respect to Collateral Obligations of Non-U.S. Issuers

Collateral Obligations consisting of obligations of non-U.S. obligors may be subject to various laws enacted in their home countries for the protection of debtors or creditors, which could adversely affect the Issuer's ability to recover amounts owed. These insolvency considerations will differ depending on the country in which each obligor is located and may differ depending on whether the obligor is a non-sovereign or a sovereign entity. A number of European jurisdictions operate "debtor-friendly" insolvency regimes that would result in delays in payments from obligors subject to such regimes. The different insolvency regimes applicable in European jurisdictions result in a corresponding variability of recovery rates for Collateral Obligations with obligors in such jurisdictions. No reliable historical data is available.

Not Registered

Neither the Notes nor the Offering will be registered under the Securities Act. Such registration provides investors with certain protections, including disclosure requirements that will not be applicable to the investors in the Notes.

Investment Company Act of 1940

None of the Issuer, the Co-Issuer or the pool of Assets has registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on an exception from registration and no-action positions available for non-U.S. obligors (a) whose outstanding securities owned by U.S. persons are owned exclusively by

Qualified Purchasers and (b) which do not make a public offering of their securities in the United States. Accordingly, investors in the Notes will not be accorded the protections of the Investment Company Act. Counsel for the Co-Issuers will opine, in connection with the sale of the Notes, that neither the Issuer nor the Co-Issuer is at such time an investment company required to be registered under the Investment Company Act (assuming, for the purposes of such opinion, the accuracy and completeness of all representations and warranties made or deemed to be made by investors in the Notes). No opinion or no-action position has been requested of the SEC.

If the SEC or a court of competent jurisdiction were to find that the Issuer or the Co-Issuer is required, but had failed, to register in violation of the Investment Company Act, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors could sue the Issuer or the Co-Issuer and recover any damages caused by the violation of the registration requirement of the Investment Company Act; and (iii) any contract to which the Issuer or the Co-Issuer is party that is made in, or whose performance involves a, violation of the Investment Company Act would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Issuer or the Co-Issuer be subjected to any or all of the foregoing, there would be a material adverse effect on the Issuer or the Co-Issuer.

DESCRIPTION OF THE NOTES

The Indenture and the Notes

All of the Notes will be issued pursuant to the Indenture. However, only the Secured Notes will be secured obligations of the Issuer. The following summary describes certain provisions of the Secured Notes and the Indenture and, to a limited extent, the Subordinated Notes. The summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Indenture. Additional information regarding the Subordinated Notes appears under "*—The Subordinated Notes*".

Status and Security

The Secured Notes will be limited recourse obligations of the Co-Issuers (or the Issuer, in the case of the Issuer-Only Secured Notes) secured as described below, and will rank in priority with respect to each other and the Subordinated Notes as described herein. Under the terms of the Indenture, the Issuer will grant to the Trustee for the benefit of the Secured Parties a security interest in the Assets to secure the Issuer's obligations under the Indenture and the Secured Notes. See "*Security for the Secured Notes*."

Payments of interest and principal on the Secured Notes will be made from the proceeds of the Assets, in accordance with the priorities described under "*Summary of Terms—Priority of Payments*" and "*—Priority of Payments*." The aggregate amount that will be available from the Assets for payment on the Secured Notes and of certain expenses of the Co-Issuers on any Payment Date prior to the occurrence of an Enforcement Event will be the sum of Interest Proceeds and Principal Proceeds for the related Collection Period; *provided* that, during the Reinvestment Period, it is expected that Principal Proceeds (and after the Reinvestment Period, any Eligible Post-Reinvestment Proceeds) will be reinvested in additional Collateral Obligations, unless otherwise required by the Priority of Payments. To the extent that the proceeds of the Assets are insufficient to meet payments due in respect of the Secured Notes and expenses following liquidation of the Assets, the Co-Issuers will have no obligation to pay such deficiency.

Interest on the Secured Notes

The Secured Notes will bear stated interest from the Closing Date and such interest will be payable quarterly in arrears on each Payment Date at the applicable Interest Rate indicated under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*" on the Aggregate Outstanding Amount thereof on the first day of the related Interest Accrual Period (after giving effect to payments of principal thereof on such date). The Floating Rate Notes will accrue interest at a floating rate and the Fixed Rate Notes will accrue interest at a fixed rate, in each case as further set forth under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*." It is important to note, however, that the spread over the Benchmark relevant to the calculation of the Interest Rate or the fixed Interest Rate (as applicable) on any of the Re-Pricing Eligible Classes may be changed pursuant to a Re-Pricing Amendment. See "*—Re-Pricing Amendments*" herein.

Any payment of interest due on the Class C Notes, the Class D1 Notes, the Class D2 Notes or the Class E Notes on any Payment Date to the extent sufficient funds are not available to make such payment in accordance with the Priority of Payments on such Payment Date, but only if one or more Classes of Notes more senior to such Class is outstanding, will constitute Secured Note Deferred Interest and will not be considered due and payable on such Payment Date, but will be deferred and added to the principal balance of the applicable Class of Secured Notes and, thereafter, will bear interest at the Interest Rate for such Class, until the earliest of (i) the Payment Date on which funds are available to pay such Secured Note Deferred Interest in accordance with the Priority of Payments, (ii) the Redemption Date with respect to such Class and (iii) the Maturity of such Class, and the failure to pay such Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture; *provided* that any such Secured Note Deferred Interest must, in any case, be paid no later than the earlier of the Redemption Date or Maturity of such Class. Regardless of whether any more senior Class of Secured Notes is outstanding, to the extent that funds are not available on any Payment Date (other than the Redemption Date with respect to, or Maturity of, the relevant Class of Secured Notes) to pay previously accrued Secured Note Deferred Interest, such previously accrued Secured Note Deferred Interest will not be due and payable on such Payment Date and any failure to pay such previously accrued Secured Note Deferred Interest on such Payment Date will not be an Event of Default under the Indenture. See "*—Events of Default*." Interest may be deferred (i) on the Class C Notes as long as any Class X Notes,

Class A Notes or Class B Notes are outstanding, (ii) on the Class D1 Notes as long as any Class X Notes, Class A Notes, Class B Notes or Class C Notes are outstanding, (iii) on the Class D2 Notes as long as any Class X Notes, Class A Notes, Class B Notes, Class C Notes or Class D1 Notes are outstanding and (iv) on the Class E Notes as long as any Class X Notes, Class A Notes, Class B Notes, Class C Notes, Class D1 Notes or Class D2 Notes are outstanding. Interest will cease to accrue on Secured Note Deferred Interest on the date of payment thereof.

If any interest due and payable in respect of any Class X Note, Class A Note or Class B Note (or, if there are no Class X Notes, Class A Notes or Class B Notes outstanding, any Note of the Controlling Class) is not punctually paid or duly provided for on the applicable Payment Date or at the applicable Stated Maturity and such default continues for five Business Days (or, in the case of a failure to disburse due to an administrative error or omission by the Collateral Manager, the Trustee, the Collateral Administrator, or any Paying Agent, for five Business Days after a trust officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission), an Event of Default will occur. To the extent lawful and enforceable, interest on such defaulted interest will accrue at a *per annum* rate equal to the Interest Rate applicable to such Notes from time to time in each case until paid.

Interest on the Floating Rate Notes will be calculated on the basis of the actual number of days elapsed in the applicable Interest Accrual Period *divided by* 360. Interest on the Fixed Rate Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Calculation Agent will determine the Benchmark for each Interest Accrual Period on the Interest Determination Date. The Issuer will initially appoint the Collateral Administrator as the Calculation Agent.

As soon as practicable on each Interest Determination Date, but in no event later than 5:00 p.m. New York time on such Interest Determination Date, the Calculation Agent will calculate the Interest Rate applicable to each Class of Floating Rate Notes during the related Interest Accrual Period and the Note Interest Amount (in each case, rounded to the nearest cent, with half a cent being rounded upward) payable on the related Payment Date in respect of each Class of Secured Notes and the related Interest Accrual Period. At such time, the Calculation Agent will communicate such rates and amounts to the Co-Issuers, the Trustee, the Paying Agents, Euroclear, Clearstream, the Collateral Manager, and the Cayman Islands Stock Exchange (for so long as any Notes are listed on the Cayman Islands Stock Exchange and the guidelines of the Cayman Islands Stock Exchange so require). The Calculation Agent will also specify to the Co-Issuers the quotations upon which the Interest Rate for each Class of Floating Rate Note is based, and in any event the Calculation Agent will notify the Co-Issuers before 5:00 p.m. (New York time) on every Interest Determination Date if it has not determined and is not in the process of determining any such Interest Rate or Note Interest Amount, together with its reasons therefor. The Calculation Agent's determination of the foregoing rates and amounts for any Interest Accrual Period will (in the absence of manifest error) be final and binding upon all parties. It is important to note, however, that, under certain circumstances (which are more fully described below under "*—Re-Pricing Amendments*"), the floating Interest Rate, if any, for any Re-Pricing Eligible Class may change if such Class becomes subject to a Re-Pricing Amendment that changes the spread over the Benchmark relevant to the calculation of its Interest Rate. See "*—Re-Pricing Amendments*" herein. The Calculation Agent will have no responsibility or liability for the selection of a Benchmark or any liability for any failure or delay in performing its duties as a result of the unavailability of the Term SOFR Rate (as described in the definition thereof) or the failure of the Collateral Manager to provide necessary instructions or underlying components needed to calculate any Benchmark rate.

The Issuer will agree that for so long as any Secured Notes remain outstanding there will at all times be a Calculation Agent which will not control, be controlled by or be under common control with the Issuer or its Affiliates or the Collateral Manager or its Affiliates. The Calculation Agent may be removed by the Issuer or the Collateral Manager, on behalf of the Issuer, at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Issuer or the Collateral Manager, on behalf of the Issuer, the Issuer or the Collateral Manager, on behalf of the Issuer, will be required to appoint promptly a replacement Calculation Agent which does not control and is not controlled by or under common control with the Issuer, the Collateral Manager or their respective Affiliates. The Calculation Agent may not resign its duties or be removed without a successor having been duly appointed.

Payments of interest to each holder of the Secured Notes of each Class will be made ratably among the holders of the Secured Notes of such Class in the proportion that the Aggregate Outstanding Amount of the Secured Notes of such Class registered in the name of each such holder at the close of business on the applicable Record Date bears to the Aggregate Outstanding Amount of all Notes of such Class on such Record Date.

Principal on the Secured Notes

The Secured Notes of each Class will mature at par on the applicable Stated Maturity, unless previously redeemed or repaid prior thereto as described herein. Principal will not be payable on the Secured Notes prior to the applicable Stated Maturity except with respect to Secured Note Deferred Interest and in the limited circumstances described under "*—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*," "*—Mandatory Redemption*," "*—Special Redemption*," "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*," "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" and "*—Priority of Payments*."

On each Payment Date prior to the occurrence and continuation of an Enforcement Event, Principal Proceeds (other than (i) amounts required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are deposited in the Revolver Funding Account or (ii) during the Reinvestment Period (and, solely with respect to the Eligible Post-Reinvestment Proceeds, after the Reinvestment Period), Principal Proceeds and Interest Proceeds transferred to the Collection Account as Principal Proceeds pursuant to clause (Q) of "*Summary of Terms—Application of Interest Proceeds*", in each case, to be invested in Assets in compliance with the timing requirements described under "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria—Investment Criteria*") will be applied in accordance with the priorities set forth under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*." Upon the occurrence of an Enforcement Event, Interest Proceeds and Principal Proceeds will be applied in accordance with the Special Priority of Payments described under "*—Priority of Payments*."

At any time during which the Coverage Tests are applicable and not met, principal payments on the Secured Notes will be made as described under "*—Mandatory Redemption*."

The average life of each Class of Secured Notes is expected to be less than the number of years until the Stated Maturity of such Secured Notes. See "*Risk Factors—Relating to the Notes—Average Life and Prepayment Considerations*".

Payments of principal to each holder of the Secured Notes of each Class will be made ratably among the holders of the Secured Notes of such Class in the proportion that the Aggregate Outstanding Amount of the Secured Notes of such Class registered in the name of each such holder at the close of business on the applicable Record Date bears to the Aggregate Outstanding Amount of all Secured Notes of such Class on such Record Date.

Optional Redemption, Clean-Up Optional Redemption and Tax Redemption

General—Redemption of Notes

If directed in writing by a Majority of the Subordinated Notes, the Co-Issuers or the Issuer, as applicable, will, on any Redemption Date after the Non-Call Period, redeem the Secured Notes from Sale Proceeds in whole (with respect to all Classes of Secured Notes) but not in part. If directed in writing by a Majority of the Subordinated Notes or by the Collateral Manager (with the consent of a Majority of the Subordinated Notes), the Co-Issuers or the Issuer, as applicable, will, on any Redemption Date after the Non-Call Period, redeem the Secured Notes (i) in whole (with respect to all Classes of Secured Notes) but not in part from Refinancing Proceeds and/or Sale Proceeds or (ii) in part by Class from Refinancing Proceeds and Partial Redemption Proceeds. In connection with any redemption described above in this paragraph (each such redemption, an "**Optional Redemption**") and in connection with a Clean-Up Optional Redemption described below, the Class or Classes of Notes, as applicable, being redeemed will be redeemed at the applicable Redemption Prices. Additionally, all of the Notes will be redeemable by the Co-Issuers or the Issuer, as applicable, from Sale Proceeds on any Redemption Date after the Non-Call Period in whole (with respect to all Classes of Notes) but not in part at the written direction of the Collateral Manager, if the Aggregate Principal Balance of the Collateral Obligations is then less than 20% of the Target Initial Par Amount as of any Measurement Date (any such redemption, a "**Clean-Up Optional Redemption**"). In connection with a prospective Clean-Up Optional Redemption, the Collateral Manager will notify the Issuer, the Trustee, the Collateral Administrator and the Holders of the Subordinated Notes if, as of any Measurement Date following the Non-Call Period, the Aggregate Principal Balance of the Collateral Obligations decreases to less than 20% of the Target Initial Par Amount.

To effect an Optional Redemption of the Secured Notes in whole with Sale Proceeds or of one or more Classes of Notes pursuant to a Refinancing, a Majority of the Subordinated Notes or the Collateral Manager (with the consent of a Majority of the Subordinated Notes), as applicable, must provide the above described written direction to the

Issuer, the Trustee and the Collateral Manager at least 15 Business Days (or such shorter period as the Trustee and the Collateral Manager may agree to) prior to the Redemption Date on which such redemption is to be made; *provided* that all Secured Notes to be redeemed must be redeemed simultaneously. Upon receipt of a notice of an Optional Redemption by Refinancing of the Secured Notes in whole or in part by Class, the Collateral Manager may (after consultation with the Majority of the Subordinated Notes), upon written notice to the Trustee, the Co-Issuers and the holders of the Subordinated Notes (which must be delivered not later than the Business Day preceding the day on which notice of such Optional Redemption is required to be given to the holders of the Notes, as specified under "*—Redemption Procedures*" below) elect to delay the proposed Redemption Date to a date no later than the earlier to occur of (x) the date that is 15 Business Days following such date and (y) the Quarterly Payment Date immediately following the originally proposed Redemption Date (the "**Rescheduled Redemption Date**"). Such notice must specify the reasons for such delay. Upon delivery of such notice, the Redemption Date will be deemed to be delayed to such Rescheduled Redemption Date. Notwithstanding anything to the contrary set forth in the Indenture, in connection with any Refinancing, the Issuer will provide the Collateral Manager with the opportunity to purchase at least 5% (or such greater amount required by the EU Risk Retention Requirements, the UK Risk Retention Requirements and/or the U.S. Risk Retention Rules, in each case, as in effect at such time, as determined by the Collateral Manager in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters) of every tranche or class of obligations providing the Refinancing at the lowest price at which such tranche or class will be sold to third party investors.

Upon receipt of a notice of an Optional Redemption of the Secured Notes in whole but not in part using Sale Proceeds or a Clean-Up Optional Redemption of the Secured Notes in whole but not in part (subject to the two immediately succeeding paragraphs with respect to a redemption from proceeds that include Refinancing Proceeds), or upon receipt of a notice of a Tax Redemption, the Collateral Manager in its sole discretion will direct the sale (and the manner thereof) of all or part of the Collateral Obligations and any other saleable Assets in an amount sufficient that the proceeds from such sale and all other funds available for such purpose in the Collection Account and the Payment Account will be at least sufficient to pay the Redemption Prices of the Secured Notes and to pay all Administrative Expenses (regardless of the Administrative Expense Cap) and all Management Fees. If such proceeds of such sale and all other funds available for such purpose in the Collection Account and the Payment Account (including any Permitted Use Funds designated for such purpose pursuant to the definition thereof) would not be sufficient to redeem all Secured Notes and pay such fees and expenses, the Secured Notes may not be redeemed. The Collateral Manager, in its sole discretion, may effect the sale of all or any part of the Collateral Obligations or other Assets through the direct sale of such Collateral Obligations or other Assets or by participation or other arrangement (including any sale or other disposition of the Collateral Obligations or other Assets in a single transaction).

In addition to (or in lieu of) a sale of Collateral Obligations, saleable Assets and/or Eligible Investments in the manner provided above, the Secured Notes may, after the Non-Call Period following receipt of a direction specified above, be redeemed in whole (but not in part) from Refinancing Proceeds and/or Sale Proceeds or in part by Class from Refinancing Proceeds and Partial Redemption Proceeds (so long as any Class of Secured Notes to be redeemed represents not less than the entire Class of such Secured Notes) by obtaining or issuing, as the case may be, another Refinancing Obligation, which terms will be negotiated by the Collateral Manager on behalf of the Issuer, from one or more financial institutions or purchasers, it being understood that any rating of such replacement securities by a Rating Agency will be based on a credit analysis specific to such replacement securities and independent of the rating of the Notes being refinanced (any such redemption and refinancing, a "**Refinancing**"). The Collateral Manager has no obligation to arrange or seek to arrange any Refinancing at any time.

In the case of a Refinancing upon a redemption of the Secured Notes in whole but not in part as described above, such Refinancing will be effective only if (i) the Refinancing Proceeds, available Interest Proceeds and Principal Proceeds, including all Sale Proceeds from the sale of Collateral Obligations, saleable Assets and Eligible Investments in accordance with the procedures set forth in the Indenture and all other available funds (including any Permitted Use Funds designated for such purpose) on such Redemption Date will be at least sufficient to pay the aggregate Redemption Prices of all of the Secured Notes, all accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap), including Administrative Expenses incurred in connection with such Refinancing (including the reasonable fees, costs, charges and expenses incurred by the Issuer, the Co-Issuer, the Trustee, the initial purchaser of the replacement securities (or the placement agent therefor, as applicable), the Collateral Manager and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing) and all Management Fees, (ii) the Sale Proceeds, Refinancing Proceeds and other available funds are used (to the

extent necessary) to make such redemption, (iii) the agreements relating to the Refinancing to which the Issuer is a party contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture and (iv) the Collateral Manager has consented to such Refinancing. For the avoidance of doubt, Refinancing Proceeds in connection with a redemption of the Secured Notes in whole will not be applied pursuant to the Priority of Payments and will instead be applied directly to redeem all of the Secured Notes after application of the Priority of Payments on the related Payment Date that is the Redemption Date.

In the case of a Refinancing upon a redemption of the Secured Notes in part by Class as described above, such Refinancing will be effective only if (i)(x) the spread over the Benchmark (or, in the case of a Refinancing of the Fixed Rate Notes, the Interest Rate) with respect to the Refinancing Obligations used to redeem any Class of Secured Notes does not exceed the spread over the Benchmark (or, in the case of a Refinancing of the Fixed Rate Notes, the Interest Rate) of such Class of Secured Notes being redeemed or (y) (I) the Moody's Rating Condition is satisfied and notice has been provided to Fitch and (II) the Issuer and the Trustee have received an officer's certificate of the Collateral Manager certifying that, in the Collateral Manager's reasonable business judgment, the interest payable on the corresponding class(es) of obligations providing the Refinancing Proceeds with respect to the Class(es) of Secured Notes subject to such Refinancing is anticipated to be lower than the interest that would have been payable in respect of such Class(es) (determined on a weighted average basis over the expected life of such Class(es)) if such Refinancing did not occur; *provided* that, for the avoidance of doubt and notwithstanding clause (i)(x), a Class of Floating Rate Notes may be refinanced at a fixed rate of interest and a Class of Fixed Rate Notes may only be refinanced at a floating rate of interest if the Moody's Rating Condition is satisfied and notice has been provided to Fitch, (ii) the Refinancing Proceeds, available Interest Proceeds and, if applicable, any Permitted Use Funds designated for such purpose shall be in an amount sufficient to pay the Redemption Prices with respect to the Class(es) of Secured Notes to be redeemed, (iii) if the related Redemption Date occurs on a Quarterly Payment Date, all accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap) incurred in connection with such Refinancing, including the reasonable and documented fees, costs, charges and expenses incurred by the Trustee and the Collateral Administrator (including reasonable and documented attorneys' fees and expenses) in connection with such Refinancing ("**Partial Refinancing Expenses**"), but excluding those expenses due to parties who have agreed to be paid on subsequent Payment Dates pursuant to clause (R) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" ("**Deferred Expenses**") do not exceed the amount of Interest Proceeds available, after taking into account all amounts other than such Partial Refinancing Expenses required to be paid pursuant to the Priority of Payments on the related Redemption Date prior to the distribution of any remaining Interest Proceeds to the holders of the Subordinated Notes, unless such expenses have been paid or will be adequately provided for (including through the use of Permitted Use Funds designated for such purpose), (iv) if the related Redemption Date does not occur on a Quarterly Redemption Date, the Partial Redemption Proceeds and any other Permitted Use Funds designated for such purpose will be used for the purpose of paying, and will be in an aggregate amount sufficient to pay on such Redemption Date, all Partial Refinancing Expenses (other than Deferred Expenses) and all accrued but unpaid interest on the Class(es) of Secured Notes subject to such Refinancing, (v) the Refinancing Proceeds are used to make such redemption, (vi) the agreements relating to the Refinancing to which the Issuer is a party contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture, (vii) the Issuer provides notice to each Rating Agency of such redemption pursuant to a Refinancing, (viii) each class of Refinancing Obligations created in accordance with such redemption pursuant to a Refinancing must have (A) the same maturity as the corresponding Class(es) of Notes that are subject to such Refinancing, *provided* that such Refinancing Obligations may have a longer maturity than such corresponding Class(es) of Notes if the Issuer satisfies the Moody's Rating Condition and notice has been provided to Fitch and (B) the same maturity as, or a longer maturity than, each Class of Notes not subject to such Refinancing that is senior to such corresponding Class(es) of Notes that are subject to such Refinancing, (ix) such Refinancing is effected only through the issuance of new notes or loans and not through the sale of any Assets, (x) any Refinancing Obligations created in accordance with such redemption pursuant to a Refinancing must have the same aggregate outstanding amount as the corresponding Classes of Notes that are subject to such Refinancing (except that if the junior most Class of Secured Notes outstanding is redeemed in full, such Class of Secured Notes may be replaced by new notes with a greater aggregate outstanding amount), (xi) with respect to each Class of Secured Notes that is not the subject of such Refinancing, the aggregate principal balance of all Priority Classes with respect to such Class, as determined immediately after giving effect to such Refinancing, would not exceed the Aggregate Outstanding Amount of all Priority Classes with respect to such Class as determined immediately prior to giving effect to such Refinancing, (xii) the Collateral Manager has consented to such Refinancing and (xiii) a Majority of the most senior Class of Notes not subject to such Refinancing has consented to such Refinancing.

"**Partial Redemption Proceeds**" means, in connection with an Optional Redemption by Refinancing of the Secured Notes in part by Class that does not occur on a Quarterly Payment Date, Interest Proceeds in an amount equal to the sum of (a) the lesser of (i) the aggregate amount of accrued but unpaid interest on the Notes being redeemed as of the Redemption Date and (ii) the amount the Collateral Manager reasonably determines will be available for distribution under the Priority of Payments for the payment of accrued but unpaid interest on the Notes being redeemed on the next subsequent Quarterly Payment Date if such Notes had not been redeemed *plus* (b) the lesser of (i) the related Partial Refinancing Expenses and (ii) the amount the Collateral Manager reasonably determines will be available for distribution under the Priority of Payments for the payment of Administrative Expenses on the next subsequent Payment Date pursuant to clause (R) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*".

Notwithstanding the foregoing, the terms of the issuance providing a Refinancing upon a redemption of the Secured Notes in part by Class may (x) contain a make-whole fee in the case of an early repayment of such issuance, (y) provide that the Refinancing Obligations may not be subject to any further Refinancings or (z) provide that the non-call period applicable to such issuance may be extended beyond the Non-Call Period, in each case, with the consent of the Collateral Manager and a Majority of the Subordinated Notes.

In addition to the foregoing, in connection with any Refinancing upon a redemption of the Secured Notes in whole or in part, with the approval of the Collateral Manager and subject to satisfaction of the Moody's Rating Condition, the agreements relating to the Refinancing may, without regard for any consent requirements described under "*—Modification of Indenture*," adjust the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix to account for changes in the interest rates of any of the replacement securities issued in such Refinancing (all of the foregoing changes in this paragraph and the immediately preceding paragraph, the "**Permitted Refinancing Amendments**").

In the case of a Refinancing upon a redemption of the Secured Notes in part by Class as described above, (i) if the related Redemption Date occurs on a Quarterly Payment Date, Refinancing Proceeds will not be applied pursuant to the Priority of Payments and will instead be applied directly to redeem the Class(es) of Secured Notes being refinanced after application of the Priority of Payments on such Payment Date and (ii) if the related Redemption Date occurs on a date that is not a Quarterly Payment Date, Refinancing Proceeds, Partial Redemption Proceeds and any Permitted Use Funds designated for such purpose will be applied in accordance with the following order of priority (the "**Interim Partial Refinancing Priority of Payments**"):

(A) to pay the Redemption Price(s) of the applicable Class or Classes of Notes being refinanced, in the order of priority of such Class or Classes;

(B) to pay all Partial Refinancing Expenses (other than Deferred Expenses) in connection therewith; and

(C) any remaining proceeds from the redemption to be deposited in the Collection Account as Interest Proceeds or, with the consent of a Majority of the Subordinated Notes, Principal Proceeds.

Neither the holders of the Notes nor any of the other Secured Parties will have any cause of action against any of the Co-Issuers, the Collateral Manager, the Collateral Administrator or the Trustee for any failure to obtain a Refinancing. If a Refinancing is obtained meeting the requirements specified above as certified by the Collateral Manager, the Co-Issuers and (at the direction of the Issuer) the Trustee will amend the Indenture to the extent necessary to reflect the terms of the Refinancing (including any Permitted Refinancing Amendments) and, notwithstanding anything to the contrary in the Indenture (including those terms of the Indenture described under "*—Modification of Indenture*" below), no further consent for such amendments will be required from the holders of Notes other than holders of the Subordinated Notes directing the redemption, if applicable. The Trustee will not be obligated to enter into any amendment that, in its view, adversely affects its duties, obligations, liabilities or protections under the Indenture, and the Trustee will be entitled to conclusively rely upon an officer's certificate and/or opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such opinion of counsel) provided by the Collateral Manager to the effect that such amendment meets the requirements specified

above and is permitted under the Indenture (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds or Partial Redemption Proceeds).

In the event of any Optional Redemption or Clean-Up Optional Redemption, the Issuer will, at least six Business Days prior to the Redemption Date (or such shorter period as agreed to by the Trustee in its sole discretion), notify the Trustee in writing of such Redemption Date, the applicable Record Date, the principal amount of Notes to be redeemed on such Redemption Date and the applicable Redemption Prices.

The Subordinated Notes may be redeemed, in whole but not in part, on any Redemption Date on or after the redemption or repayment in full of the Secured Notes, at the direction of a Majority of the Subordinated Notes, which direction may be given in connection with a direction to redeem the Secured Notes or at any time after the Secured Notes have been paid in full. See "*—The Subordinated Notes.*"

Application of Excess Par Amounts

With respect to any Optional Redemption of all (but not less than all) Classes of Secured Notes using Refinancing Proceeds, at the direction of either (1) a Majority of the Subordinated Notes, with the consent of the Collateral Manager in its sole discretion, or (2) the Collateral Manager, with the consent of a Majority of the Subordinated Notes, not later than the related Determination Date, the Trustee shall designate Principal Proceeds in an amount not greater than the positive difference (if any) between the Collateral Principal Amount and the Reinvestment Target Par Balance (in each case, as of the related Determination Date) as Interest Proceeds and apply such Interest Proceeds pursuant to "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" on such Payment Date (such amounts, "**Designated Excess Par**").

Tax Redemption

The Secured Notes and the Subordinated Notes will also be redeemed in whole (with respect to all of the Notes) but not in part (any such redemption, a "**Tax Redemption**") at the written direction (delivered to the Trustee) of a Majority of the Subordinated Notes following (I) the occurrence and continuation of a Tax Event with respect to payments under one or more Collateral Obligations forming part of the Assets which results in a payment by, or charge or tax burden to, the Issuer that results or will result in the withholding of 5% or more of scheduled distributions for any Collection Period; or (II) the occurrence and continuation of a Tax Event resulting in a tax burden on the Issuer in an aggregate amount in any Collection Period in excess of U.S.$1,000,000. In connection with any Tax Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the Holders of such Class of Secured Notes.

Redemption Procedures

In the event of any Optional Redemption, the written direction of a Majority of the Subordinated Notes or the Collateral Manager (with the consent of a Majority of the Subordinated Notes), as applicable, will be provided to the Issuer, the Trustee and the Collateral Manager. See "*—General—Redemption of Notes*" above. Upon an issuer order from the Issuer, a copy of such direction will be provided to such recipients by the Trustee.

In the event of a Clean-Up Optional Redemption, the written direction of the Collateral Manager will be provided to the Issuer and the Trustee. See "*—General—Redemption of Notes*" above.

Notice of an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption will be given by the Issuer (or the Trustee on its behalf) not later than five Business Days prior to the applicable Redemption Date, to each holder of Notes at such holder's address in the Note Register and each Rating Agency. Notes called for redemption (other than Uncertificated Notes) must be surrendered at the office of any Paying Agent. The initial Paying Agent for the Notes will be the Trustee.

Notice of redemption will be given by the Issuer (or upon an issuer order, by the Trustee on its behalf). In addition, for so long as any Notes are listed on the Cayman Islands Stock Exchange and so long as the guidelines of such exchange so require, notice of Optional Redemption, Clean-Up Optional Redemption or Tax Redemption shall be given by the Trustee, in the name of the Co-Issuers, to the Cayman Islands Stock Exchange. Failure to give notice of redemption, or any defect therein, to any holder of any Note selected for redemption will not impair or affect the validity of the redemption of any other Notes.

Any notice of Optional Redemption, Clean-Up Optional Redemption or Tax Redemption may be withdrawn:

(i) by the Co-Issuers up to the Business Day prior to the scheduled Redemption Date by written notice to the Trustee, the Rating Agencies and the Collateral Manager only if:

(x) in the case of a redemption of all Secured Notes using Sale Proceeds, either (I) the Collateral Manager is unable to deliver evidence of the sale agreement or agreements or certifications (as described in the second following paragraph), as the case may be, or (II) the Collateral Manager determines that the proceeds received from the sale of the Collateral Obligations and other Assets together with other available amounts are not sufficient to pay the Secured Note Redemption Amount; or

(y) in the case of an Optional Redemption by Refinancing, the Issuer is not able to effect such Refinancing pursuant to the terms of the Indenture;

(ii) if such redemption was directed by a Majority of the Subordinated Notes, by a Majority of the Subordinated Notes, or by the Issuer upon written direction from a Majority of the Subordinated Notes, by written notice to the Trustee, the Rating Agencies and the Collateral Manager at any time on or prior to the Business Day prior to the scheduled Redemption Date; or

(iii) if such redemption was directed by the Collateral Manager, by the Collateral Manager, by written notice to the Trustee and the Rating Agencies at any time on or prior to the Business Day prior to the scheduled Redemption Date.

The Trustee will notify the holders of the Notes of any such withdrawal not later than the Business Day prior to the Redemption Date (or, if such notice of withdrawal is received by the Trustee on such day, as promptly as possible thereafter). In addition, so long as any Notes are listed on the Cayman Islands Stock Exchange and the guidelines of such exchange so require, notice of such withdrawal will be given by the Co-Issuers in the name and at the expense of the Co-Issuers, to the Holders by notice to the Cayman Islands Stock Exchange.

If the Co-Issuers or the Issuer, as applicable, so withdraw or are deemed to withdraw any notice of an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption, the proceeds received from the sale of any Collateral Obligations and other Assets sold in contemplation of such redemption may, at the Collateral Manager's sole discretion, be reinvested in accordance with the provisions of the Indenture described in "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" (to the extent reinvestment is permissible in accordance with the provisions thereof). If a notice of withdrawal is given to the holders of the Notes not later than the Business Day prior to the scheduled Redemption Date (or, if such notice of withdrawal is received by the Trustee on such day, as promptly as possible thereafter), the failure to effect an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption will not constitute an Event of Default. If any notice of Optional Redemption, Clean-Up Optional Redemption or Tax Redemption is neither withdrawn nor deemed to have been withdrawn and the proceeds of the sale or other disposition of the Collateral Obligations and other Assets are not sufficient to pay the Redemption Price of each Class of Secured Notes, including as a result of the failure of any sale or other disposition of all or any portion of the Collateral Obligations and other Assets to settle on the Business Day immediately preceding the applicable Redemption Date, (I) the Secured Notes will be due and payable on such Redemption Date and the failure to pay the Redemption Price for such Secured Notes following all applicable grace periods set forth in clause (a) of the definition of "Event of Default" will constitute an Event of Default under the Indenture and (II) all available sale proceeds from the sale or other disposition of the Collateral Obligations and other Assets (net of any expenses incurred in connection with such sale or other disposition) will be distributed in accordance with the Priority of Payments.

Unless Refinancing Proceeds are being used to redeem the Secured Notes in whole or in part, in the event of any Optional Redemption, Clean-Up Optional Redemption or Tax Redemption, no Secured Notes may be optionally redeemed unless (i) at least two Business Days before the scheduled Redemption Date the Collateral Manager has furnished to the Trustee an officer's certificate certifying to the Trustee that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with (x) a special purpose entity meeting all then-current Rating Agency bankruptcy-remoteness criteria or (y) a financial or other institution or institutions whose short-term unsecured debt obligations (other than such obligations whose rating is based on the credit of a Person other than such institution) are rated, or guaranteed by a Person whose short-term unsecured debt obligations are rated, at least "P-1"

by Moody's (or a lower rating by Moody's if all of the purchases pursuant to such agreement settle prior to the latest date on which the Issuer or Co-Issuers, as applicable, may withdraw the notice of applicable redemption), to purchase (directly or by participation or other arrangement), not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Assets at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the obligor thereof at par on or prior to the scheduled Redemption Date, to pay all Administrative Expenses (regardless of the Administrative Expense Cap) and all Management Fees and redeem all of the Secured Notes on the scheduled Redemption Date at the applicable Redemption Prices (or, in the case of any Class of Secured Notes, such lesser amount that the holders of such Class have elected to receive, in the case of an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption where holders of such Class have elected to receive less than 100% of the Redemption Price that would otherwise be payable to the Holders of such Class) (the "**Secured Note Redemption Amount**"), (ii) prior to selling any Collateral Obligations, Eligible Investments and/or other Assets, the Collateral Manager will be required to certify to the Trustee that, in its judgment, the aggregate sum of (A) expected proceeds from the sale of Eligible Investments and other Assets, and (B) for each Collateral Obligation, the product of its Principal Balance and its Market Value (expressed as a percentage of par) less the amount of any expenses expected to be incurred in connection with such sale (including any commission payable in connection with the sale of any Collateral Obligations), will exceed the Secured Note Redemption Amount; or (iii) at least one Business Day before the scheduled Redemption Date, the Issuer (or the Collateral Manager on its behalf) has certified that it has received (or entered into escrow arrangements with respect to) proceeds of disposition of all or part of the Assets at least sufficient to pay the Secured Note Redemption Amount. Any certification delivered by the Collateral Manager pursuant to this section "*—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption—Redemption Procedure*s" must include (1) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Obligations, Eligible Investments and/or other Assets and (2) all calculations required by this section "*—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption—Redemption Procedures*." Any holder of Notes, the Collateral Manager or any of the Collateral Manager's Affiliates will have the right, subject to the same terms and conditions afforded to other bidders, to bid on Assets to be sold as part of an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption.

If any Secured Note called for redemption is not paid upon surrender thereof for redemption, the principal thereof will, until paid, bear interest from the Redemption Date at the applicable Interest Rate for each successive Interest Accrual Period such Note remains outstanding; *provided* that the reason for such non-payment is not the fault of the relevant holder.

Mandatory Redemption

If a Coverage Test (as described under "*Security for the Secured Notes—The Coverage Tests and the Interest Diversion Test*") is not met on any Determination Date on which such Coverage Test is applicable, the Issuer will be required to apply available amounts in the Payment Account pursuant to the Priority of Payments on the related Payment Date to make payments in accordance with the Note Payment Sequence (a "**Mandatory Redemption**") to the extent necessary to achieve compliance with such Coverage Tests, as described under "*Summary of Terms—Priority of Payments*."

Special Redemption

The Secured Notes will be subject to redemption in part by the Co-Issuers or the Issuer, as applicable, on any Redemption Date (i) during the Reinvestment Period, if the Collateral Manager notifies Moody's, Fitch and the Trustee at least five Business Days prior to the applicable Special Redemption Date that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Collateral Manager and which would satisfy the criteria for reinvestment described under "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in additional Collateral Obligations (a "**Reinvestment Special Redemption**") or (ii) after the Effective Date, if the Collateral Manager notifies Moody's, Fitch and the Trustee that a redemption is required in order to provide a Passing Report to Moody's or obtain from Moody's its written confirmation (which may take the form of a press release or other written communication) of its initial rating of the applicable Classes of Secured Notes (an "**Effective Date Special Redemption**" and, together with any Reinvestment Special Redemption, a "**Special Redemption**"). Any such notice in the case of clause (i) above will be based upon the Collateral Manager having attempted, in accordance with

the standard of care set forth in the Collateral Management Agreement, to identify additional Collateral Obligations as described above. On the first Payment Date (and all subsequent Payment Dates) following the Collection Period in which such notice is given (a "**Special Redemption Date**"), the amount in the Collection Account representing (1) in the case of a Reinvestment Special Redemption, Principal Proceeds which the Collateral Manager has determined cannot be practicably reinvested in additional Collateral Obligations or (2) in the case of an Effective Date Special Redemption, all Interest Proceeds (other than those directed by the Collateral Manager (with the consent of a Majority of the Subordinated Notes) to be transferred to the Principal Collection Subaccount for the purchase of additional Collateral Obligations in accordance with clause (P) of "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*") and all Principal Proceeds available in accordance with the Priority of Payments, will in each case be applied in accordance with the Priority of Payments. In the case of clause (2), such amounts will be used for application in accordance with the Note Payment Sequence in an amount sufficient to provide a Passing Report to Moody's or to cause Moody's to provide written confirmation of its initial rating of the Secured Notes rated by it (which, in each case, may take the form of a press release or other written communication) as described in "*Use of Proceeds—Effective Date*." Notice of a Special Redemption will be given by the Trustee not less than (x) in the case of a Reinvestment Special Redemption, three Business Days prior to the applicable Special Redemption Date and (y) in the case of an Effective Date Special Redemption, one Business Day prior to the applicable Special Redemption Date, in each case by first class mail, postage prepaid, to each holder of Secured Notes affected thereby at such holder's mailing address in the Note Register and to the Rating Agencies. In addition, for so long as any Notes are listed on the Cayman Islands Stock Exchange and so long as the guidelines of such exchange so require, notice of Special Redemption to the Holders of such Notes shall also be provided to the Cayman Islands Stock Exchange. Upon the completion of any Reinvestment Special Redemption, the Reinvestment Period will terminate.

Re-Pricing Amendments

Notwithstanding anything to the contrary in the Indenture, the Re-Pricing Eligible Classes may be subject to Re-Pricing (as defined below) on any Business Day that occurs after the end of the Non-Call Period. The Collateral Manager or a Majority of the Subordinated Notes (and, in each case, without the consent of any other Holders of the Notes), may through a written notice (a "**Re-Pricing Proposal Notice**") delivered to the Co-Issuers, the Trustee, the Collateral Manager and (if the Re-Pricing Amendment is directed by the Collateral Manager) the Holders of the Subordinated Notes, direct the Co-Issuers and the Trustee (subject to the Indenture) to enter into a Re-Pricing Amendment in order to cause the spread over the Benchmark used to determine the Interest Rate or the fixed Interest Rate (as applicable) with respect to any of the Re-Pricing Eligible Classes specified in such notice (which spread or fixed Interest Rate (as applicable), as of the date of this Offering Circular, is specified under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*") to be reduced pursuant to the procedures described below (a "**Re-Pricing**") on an effective date to be proposed in such direction notice, which may be any Business Day occurring after the Non-Call Period (such date, or such later date as established in accordance with the procedures described below, the "**Re-Pricing Date**"); *provided* that (x) in the case of a Re-Pricing directed by the Collateral Manager, a Majority of the Subordinated Notes has consented in writing and (y) in the case of a Re-Pricing directed by a Majority of the Subordinated Notes, the Collateral Manager has consented in writing. Any such notice will be required by the Indenture to specify at least (i) the Class or Classes that will be the subject of such Re-Pricing Amendment (each, a "**Re-Pricing Affected Class**") and (ii) the proposed Re-Pricing Date. In connection with any Re-Pricing Amendment, the Issuer may engage a broker-dealer (the "**Re-Pricing Intermediary**") upon the direction of the Collateral Manager or a Majority of the Subordinated Notes (in consultation with, and with the consent of, the Collateral Manager), as the case may be, to assist the Issuer in effecting the Re-Pricing Amendment. The Trustee shall also arrange for any Re-Pricing Proposal Notice to be delivered to the Cayman Islands Stock Exchange so long as any Notes are listed thereon and so long as the guidelines of such exchange so require.

Upon receipt of a Re-Pricing Proposal Notice, the Collateral Manager may, upon written notice to the Trustee, the Co-Issuers and the holders of the Subordinated Notes (which must be delivered not later than the Business Day preceding the day on which a Re-Pricing Notice is required to be delivered pursuant to the procedures described below) elect to delay the proposed Re-Pricing Date to the Quarterly Payment Date immediately following the originally proposed Re-Pricing Date. Such notice must specify the reasons for such delay. Upon delivery of such notice, the Re-Pricing Date will be deemed to be delayed to such Quarterly Payment Date.

Under the Indenture, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, upon its receipt of a Re-Pricing Proposal Notice, will be required to deliver written notice (a "**Re-Pricing Notice**") at least 10 Business Days prior to the proposed Re-Pricing Date to the Holders of the Notes of each of the Re-Pricing Affected Classes (with a

copy to the Collateral Manager, the holders of the Subordinated Notes, the Rating Agencies and the Trustee). Each Re-Pricing Notice will be required to (i) specify the same information as set forth in the related Re-Pricing Proposal Notice, (ii) set forth, with respect to each of the Re-Pricing Affected Classes, a proposed range of spreads over the Benchmark from which a single spread will be chosen, or a proposed range of fixed interest rates from which a single fixed interest rate will be chosen (as applicable), prior to the Re-Pricing Date with respect to each such Class, (iii) advise each Holder of a Re-Pricing Affected Class that such Holder may, with respect to such Class, send a written notice to the Issuer, the Re-Pricing Intermediary and the Trustee not later than eight Business Days prior to the Re-Pricing Date (a "**Consent and Purchase Request**") pursuant to which such Holder (I) provides a proposed spread over the Benchmark or a proposed fixed interest rate (as applicable) at which it would consent to such Re-Pricing Amendment and that is within the range of spreads or fixed interest rates (as applicable) provided pursuant to clause (ii) above (the "**Holder Proposed Re-Pricing Rate**") and (II) specifies the Aggregate Outstanding Amount of the Re-Pricing Affected Class that such Holder is willing to purchase (if any) at the Holder Proposed Re-Pricing Rate, and (iv) advise each such Holder that, if such Holder does not deliver a Consent and Purchase Request with respect to any Notes of a Re-Pricing Affected Class within the time period specified, then such Holder will be deemed not to have consented to the Re-Pricing Amendment and that the Issuer may cause the Transferred Notes (as defined below) to be transferred on the effective date of the Re-Pricing Amendment to a third party eligible to purchase such Notes in accordance with the Indenture at a price equal to what the Redemption Price of such Notes would have been if such date were a Redemption Date. For this purpose, "**Transferred Notes**" means those Notes of each Re-Pricing Affected Class that either (x) are held by a Holder who has failed to deliver a Consent and Purchase Request with respect to such Notes not later than eight Business Days prior to the Re-Pricing Date or (y) are held by a Holder who has timely delivered a Consent and Purchase Request but has not consented to the re-pricing of such Notes in such Consent and Purchase Request and "**Transferring Holder**" means any Holder of Transferred Notes, but solely with respect to such Transferred Notes.

Not later than six Business Days prior to the Re-Pricing Date, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, will deliver written notice to each Holder that delivered a Consent and Purchase Request within the time period specified above and whose Consent and Purchase Request specified a Holder Proposed Re-Pricing Rate that is equal to or less than the final spread over the Benchmark or the final fixed interest rate (as applicable) determined to be the re-pricing rate (the "**Re-Pricing Rate**") by the Re-Pricing Intermediary and the Collateral Manager (any such Consent and Purchase Request, an "**Accepted Purchase Request**", and any such Holders, the "**Consenting Holders**"). Each such notice sent to a Consenting Holder shall specify the final Re-Pricing Date, the Re-Pricing Rate and the Aggregate Outstanding Amount of the Transferred Notes to be sold to such Consenting Holder on the Re-Pricing Date (as determined pursuant to the procedure set forth below).

On the Re-Pricing Date, the Issuer (or the Re-Pricing Intermediary on its behalf) will cause the sale and transfer of the Transferred Notes to the Consenting Holders without any further notice to the Transferring Holders, subject to the following procedures. With respect to each Class of Transferred Notes:

(i) in the event the Accepted Purchase Requests specify, in the aggregate, purchase requests with respect to more than the Aggregate Outstanding Amount of the Transferred Notes of any Re-Pricing Affected Class (or in an amount equal to such Aggregate Outstanding Amount), each Consenting Holder will receive a portion of the Transferred Notes of such Class, and/or Re-Pricing Replacement Notes, in an amount equal to the product of (i) the Aggregate Outstanding Amount of the Transferred Notes of such Class and (ii) the quotient of (x) the additional Aggregate Outstanding Amount of the Transferred Notes of such Class that such Consenting Holder indicated an interest in purchasing pursuant to its Consent and Purchase Request and (y) the total additional Aggregate Outstanding Amount of the Transferred Notes of such Class that all Consenting Holders indicated an interest in purchasing pursuant to their Consent and Purchase Requests (subject to reasonable adjustment, as determined by the Re-Pricing Intermediary, to comply with the applicable minimum denomination requirements and the applicable procedures of DTC); and

(ii) in the event the Accepted Purchase Requests specify, in the aggregate, purchase requests with respect to less than the Aggregate Outstanding Amount of Notes of any Re-Pricing Affected Class held by Transferring Holders, each Consenting Holder will receive a portion of the Transferred Notes of such Class, and/or Re-Pricing Replacement Notes, in an amount equal to the Aggregate Outstanding Amount

such Consenting Holder requested to purchase at the Re-Pricing Rate, and the excess will be sold to one or more transferees designated by the Re-Pricing Intermediary on behalf of the Issuer.

All sales of Secured Notes to be effected in connection with a Re-Pricing Amendment will be made at the Redemption Price with respect to such Secured Notes, and will be effected only if the related Re-Pricing Amendment is effected in accordance with the applicable provisions of the Indenture. Each Holder of a Re-Pricing Eligible Class, by its acceptance of an interest in such Class, will be deemed to have agreed to sell and transfer its Notes in accordance with the applicable provisions of the Indenture and agrees to cooperate with the Issuer, the Re-Pricing Intermediary and the Trustee to effect such sales and transfers. The Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, will deliver written notice to the Trustee and the Collateral Manager not later than two Business Days prior to the Re-Pricing Date confirming that the Issuer has received written commitments to purchase all Transferred Notes. At any time prior to the Re-Pricing Date, the Issuer, upon written notice to the Holders of the Re-Pricing Affected Classes (with a copy to the Collateral Manager, the Trustee and the Rating Agencies) may delay the Re-Pricing Date in order to find additional buyers of the Notes held by Transferring Holders and/or facilitate the settlement of sales of such Notes.

Notwithstanding the foregoing, in the event any Transferring Holder does not cooperate in accordance with the preceding paragraph to effect the sale and transfer of its Notes, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, with the consent of the Collateral Manager may (i) effect the Re-Pricing Amendment with respect to the Notes of the Consenting Holders and deliver Re-Pricing Replacement Notes to such Consenting Holders and any third party purchasers of the Notes of the Re-Pricing Affected Class(es) held by Transferring Holders or (ii) notwithstanding anything to the contrary in the Indenture, redeem the Notes held by Transferring Holders with the Refinancing Proceeds from a deemed Refinancing as described in the following sentence. For purposes of the redemption described in clause (ii) of the preceding sentence, (A) the issuance of Re-Pricing Replacement Notes to the purchasers of the Notes of the Re-Pricing Affected Class(es) held by Transferring Holders will be deemed to constitute a Refinancing with respect to the Notes of such Re-Pricing Affected Class(es) held by such Transferring Holders, and (B) the purchase price paid for the Re-Pricing Replacement Notes by the purchasers of the Transferred Notes pursuant to clause (A) above (which will be an amount equal to the Redemption Price with respect to such Notes) will be deemed to constitute Refinancing Proceeds. For the avoidance of doubt, with respect to any such redemption pursuant to this paragraph, (i) notwithstanding anything to the contrary described in "*—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*," such redemption will apply only to the Notes of the Re-Pricing Affected Class(es) with the original securities identifier and *not* to the Re-Pricing Replacement Notes, and the requirements in the Indenture applicable to a Refinancing will be interpreted in accordance therewith, and (ii) such redemption may be accomplished without regard for any applicable notice, consent and timing requirements specified in the Indenture for a Refinancing.

No Re-Pricing Amendment will be effective unless: (a) the Co-Issuers and (at the direction of the Issuer) the Trustee have entered into a supplemental indenture dated as of the Re-Pricing Date solely to decrease the spread over the Benchmark or fixed interest rate (as applicable) applicable to the Re-Pricing Affected Class and make related operational changes, including assigning new securities identifiers and replacing such Notes with Re-Pricing Replacement Notes, (b) each Transferring Holder will have received on or prior to the effective date of the Re-Pricing Amendment a purchase price for the Transferred Notes equal to the Redemption Price of such Notes as of the effective date and (c) the Rating Agencies have been notified of such Re-Pricing Amendment. The Issuer may extend the effective date of the Re-Pricing Amendment to a date no later than five Business Days after the proposed Re-Pricing Date to facilitate the settlement of the sales in respect of Transferring Holders.

By purchasing an interest in a Re-Pricing Eligible Class, the holders of such Notes will be deemed to have irrevocably acknowledged and agreed that (i) the Interest Rate on such Notes may be reduced by a Re-Pricing Amendment as described above, (ii) if any holder of Notes of a Re-Pricing Affected Class does not affirmatively consent to any such Re-Pricing Amendment by delivery of a Consent and Purchase Request within the time period set forth in, and otherwise in accordance with, the provisions of the Indenture described above, then, in order to give effect to such Re-Pricing Amendment, the Issuer may cause such Notes held by such holder to be sold and transferred to an eligible third party on the effective date of the Re-Pricing Amendment for a purchase price equal to what the Redemption Price of such Notes would have been if such date were a Redemption Date and such Notes may be mandatorily sold and transferred without its involvement and/or redeemed.

Any reasonable and documented fees and expenses associated with effecting any Re-Pricing Amendment will be payable as Administrative Expenses on the first Payment Date occurring on or after the Re-Pricing Date pursuant to the Priority of Payments, so long as such expenses do not exceed the amount of Interest Proceeds available on such Payment Date after taking into account all amounts (other than such expenses) required to be paid pursuant to the Priority of Payments on such Payment Date prior to the distribution of any remaining Interest Proceeds to the holders of the Subordinated Notes, unless such expenses have been paid or will be adequately provided for by the Issuer or will be adequately provided for by an entity other than the Issuer. The Trustee will be entitled to receive, and will be fully protected in relying upon an opinion of counsel stating that a Re-Pricing Amendment is permitted by the Indenture, that the execution and delivery of the supplemental indenture proposed to be entered into in connection therewith is authorized or permitted under the Indenture, and that all conditions precedent to such Re-Pricing Amendment and the execution and delivery of such supplemental indenture have been complied with.

The Issuer will direct the Trustee to segregate payments and take other reasonable steps to effect the Re-Pricing, and the Trustee will have the authority to take such actions as may be directed by the Issuer or the Collateral Manager to effect a Re-Pricing. In order to give effect to the Re-Pricing, the Issuer may, to the extent necessary, (i) obtain and assign a separate CUSIP or CUSIPs or other security identifiers to the Notes of each Class held by Transferring Holders, on the one hand, and Consenting Holders, on the other hand, and (ii) effect sales and transfers of Notes held by Transferring Holders by paying the Redemption Price to such Holders and selling Re-Pricing Replacement Notes representing such notes to Consenting Holders and/or third party transferees.

Notwithstanding anything to the contrary in the Indenture, failure to effect a Re-Pricing Amendment whether or not notice of a Re-Pricing Amendment has been withdrawn, will not constitute an Event of Default.

Any notice of a Re-Pricing may be withdrawn by a Majority of the Subordinated Notes on or prior to the Business Day prior to the scheduled Re-Pricing Date by written notice to the Issuer, the Trustee and the Collateral Manager for any reason. Upon receipt of such notice of withdrawal, the Trustee will send such notice to Holders of the Notes of each of the Re-Pricing Affected Classes, the Holders of the Subordinated Notes and the Rating Agencies not later than the Business Day prior to the Re-Pricing Date (or, if such notice of withdrawal is received by the Trustee on such day, as promptly as possible thereafter). In addition, for so long as any Notes are listed on the Cayman Islands Stock Exchange and so long as the guidelines of such exchange so require, notice of the Re-Pricing shall be given by the Trustee, in the name and at the expense of the Co-Issuers, to the Cayman Islands Stock Exchange.

Issuer Purchases of Secured Notes

Notwithstanding anything to the contrary in the Indenture or described herein, the Collateral Manager, on behalf of the Issuer, may cause the Issuer to purchase Secured Notes on any Business Day during the Reinvestment Period, in whole or in part, in accordance with, and subject to, the terms and conditions set forth below. Notwithstanding the provisions of the Indenture described under "*Security for the Secured Notes—The Collection Account and Payment Account*", Principal Proceeds on deposit in the Principal Collection Subaccount (or, in the case of Interest Proceeds used to pay for accrued interest on the Secured Notes, Interest Proceeds in the Interest Collection Subaccount) may be disbursed for purchases of Secured Notes in accordance with the provisions described in this section. Any and all Secured Notes so purchased by the Issuer shall be surrendered to the Trustee for cancellation; and, as described under "*—Cancellation*" below, the Trustee shall cancel any such purchased Secured Notes surrendered to it for cancellation or, in the case of any Global Notes, the Trustee shall decrease the Aggregate Outstanding Amount of such Global Notes in its records by the full par amount so purchased, and instruct DTC or its nominee, as the case may be, to conform its records.

No purchase of any of the Secured Notes by the Issuer may occur unless:

(a) each of the following conditions (the "**Purchase Conditions**") is satisfied:

(i) such purchase of Secured Notes shall occur in accordance with the Note Payment Sequence;

(ii) such purchase will not cause 25% or more of the value of any Class of ERISA Restricted Notes to be held by Benefit Plan Investors (disregarding ERISA Restricted Notes of such Class held by Controlling Persons);

(iii) each such purchase shall be effected only at prices at or discounted from par;

(iv) the Issuer has sufficient Principal Proceeds and/or Permitted Use Funds designated for such purpose to pay the purchase price of such Secured Notes (or, in the case of accrued interest on such Secured Notes, sufficient Interest Proceeds and/or Permitted Use Funds designated for such purpose to purchase the accrued interest on such Secured Notes);

(v) each Coverage Test will be satisfied after giving effect to such purchase;

(vi) no Event of Default shall have occurred and be continuing;

(vii) with respect to each such purchase, the Moody's Rating Condition shall have been satisfied with respect to all Classes of the Secured Notes that will remain outstanding following such purchase and the Issuer shall have provided notice of such purchase to Fitch;

(viii) any Secured Notes to be purchased shall be surrendered to the Trustee for cancellation as described under "*—Cancellation*" below;

(ix) the prior written consent of a Majority of the Subordinated Notes is obtained; and

(x) each such purchase will be conducted in accordance with applicable law; and

(b) the Trustee has received an officer's certificate of the Collateral Manager to the effect that each of the Purchase Conditions has been satisfied;

provided, *however*, that the Purchase Conditions (other than the conditions specified in clauses (i) and (ii) thereof) shall not apply in the case of any purchase of Secured Notes by the Issuer that is funded solely from Permitted Use Funds, as evidenced by an officer's certificate of the Collateral Manager provided to the Trustee.

Notice of an Issuer purchase of Secured Notes of any Class or Classes will be given by the Issuer (and the Issuer may direct the Trustee to forward to Holders such notice from the Issuer), not later than 10 Business Days prior to the purchase date selected by the Issuer (or the Collateral Manager on its behalf) (the "**Purchase Date**"), to each Holder of any of the Notes of such Class or Classes at such Holder's address in the Note Register. Such notice will (i) specify (as designated by the Collateral Manager) (x) the Aggregate Outstanding Amount of Notes of such Class desired to be purchased by the Issuer (the "**Desired Purchase Amount**" for such Class) and (y) the purchase price therefor (expressed as a percentage of par), (ii) inform each Holder that it has the right, by delivery of a notice to the Trustee (for delivery to the Issuer) in the form provided in the Indenture (an "**Offer Notice**") not later than seven Business Days prior to the Purchase Date (the "**Offer Deadline**"), to make an irrevocable offer to sell to the Issuer at such price an Aggregate Outstanding Amount of its Notes of such Class as specified by such Holder (such Holder's "**Offer Amount**"), which for the avoidance of doubt may be zero at such Holder's option, and which will be deemed to be zero in the event that such Holder makes no such offer by the Offer Deadline, and (iii) inform each Holder that the actual amount purchased by the Issuer from such Holder and each other Holder will be determined pursuant to the applicable provisions of the Indenture (as set forth below), may be less than each such Holder's Offer Amount and, in the aggregate for all Holders, will be no greater than the Desired Purchase Amount. The Aggregate Outstanding Amount of Notes of each Class that the Issuer ultimately purchases from each Holder thereof (such Holder's "**Sale Amount**") will be determined by the Issuer (or the Collateral Manager on its behalf) separately with respect to each Class of Secured Notes desired to be purchased by the Issuer in the following manner:

(i) in the event the sum of the Offer Amounts for such Class is greater than the Desired Purchase Amount for such Class, each Holder's Sale Amount, subject to clauses (iii) and (iv) below, will be equal to the product of (A) such Desired Purchase Amount and (B) the quotient of (x) such Holder's Offer Amount and (y) the sum of all Holders' Offer Amounts with respect to such Class;

(ii) in the event the sum of the Offer Amounts for such Class is less than or equal to the Desired Purchase Amount for such Class, each Holder's Sale Amount, subject to clauses (iii) and (iv) below, will be equal to such Holder's Offer Amount;

(iii) with respect to any Class of ERISA Restricted Notes, if the Sale Amounts determined for the Holders of such Class pursuant to clause (i) or (ii) above would result in the 25% limitation in clause (ii) of the Purchase Conditions not being satisfied, the aggregate Sale Amount of such Holders who are not Benefit Plan Investors will be reduced to the maximum aggregate Sale Amount that would result in such 25% limitation being satisfied and the Sale Amount of each Holder who is not a Benefit Plan Investor will be reduced by the same percentage as the percentage reduction of such aggregate Sale Amount; and

(iv) all Sale Amounts may be reduced or increased (but not, without the consent of the selling Holder, above the Offer Amount) to comply with the applicable minimum denomination requirements and the procedures of DTC, Euroclear or Clearstream.

Notwithstanding any of the foregoing, but subject to the sequential purchase condition in clause (i) of the Purchase Conditions, the Issuer may, after determining the Sale Amounts in accordance with the above procedures, decline to purchase the Notes of any Class so long as it does not consummate any of such purchases with respect to some, but not all, of the Holders of such Class.

At least 1 Business Day prior to the Purchase Date, the Issuer will provide (or direct the Trustee to forward on the Issuer's behalf) a notice to each Holder who has delivered an Offer Notice specifying: (i) whether or not the Issuer has declined to purchase such Holder's Notes; (ii) if applicable, such Holder's Sale Amount for each relevant Class as determined pursuant to the foregoing procedures; and (iii) transfer instructions for consummating such sales on the Purchase Date. On the Purchase Date, if the Purchase Conditions are satisfied and the Trustee has received the related officer's certificate of the Collateral Manager, the Issuer will consummate all of the purchases set forth in such notices.

Cancellation

All Notes surrendered for payment, registration of transfer, exchange or redemption, or mutilated, defaced or deemed lost or stolen, will be promptly cancelled by the Trustee and may not be reissued or resold. No Note may be surrendered (including in connection with any abandonment, donation, gift, contribution or other event or circumstance) except (i) pursuant to the provisions of the Indenture described under "*—Issuer Purchases of Secured Notes*" and "*—Entitlement to Payments*", (ii) for registration of transfer, exchange or redemption or (iii) for replacement in connection with any Note that has been mutilated, defaced or deemed lost or stolen (collectively, "**Permitted Cancellations**"). Notwithstanding anything herein or in the Indenture to the contrary, any Note surrendered or cancelled, other than in accordance with a Permitted Cancellation, will be considered outstanding for purposes of the Coverage Tests, the Interest Diversion Test and clause (f) of the definition of the term Event of Default until all Notes senior to or *pari passu* with such Note have been repaid.

The Issuer may not acquire any of the Notes (including any Notes surrendered or abandoned) except as described above under "*—Issuer Purchases of Secured Notes*". The preceding sentence will not limit an optional or mandatory redemption pursuant to the terms of the Indenture.

Entitlement to Payments

Payments on the Notes will be made to the Person in whose name the Note is registered on the Record Date. Payments on interests in notes not in global form will be made in U.S. Dollars by wire transfer, as directed by the investor, in immediately available funds to the investor; *provided* that wiring instructions have been provided to the Trustee on or before the related Record Date. Final payments in respect of principal on the Notes will be made only against surrender of the Notes at the office of any Paying Agent appointed under the Indenture.

Payments on any Global Notes will be made to DTC or its nominee, as the registered owner thereof. None of the Co-Issuers, the Collateral Manager, the Trustee or any Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests. The Co-Issuers expect that DTC or its nominee, upon receipt of any payment in respect of a Global Note representing a Class of Notes held by it or its nominee, will immediately credit participants' accounts (through which, in the case of Regulation S Global Secured Notes or Regulation S Global Subordinated Notes, Euroclear and Clearstream hold their respective interests) with payments in amounts proportionate to their respective beneficial interests in the stated original principal amount

of a Global Note for a Class of Notes, as applicable, as shown on the records of DTC or its nominee. The Co-Issuers also expect that payments by participants to owners of beneficial interests in a Global Note held through the participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for the customers. The payments will be the responsibility of the participants.

Prescription

Except as otherwise required by applicable law, claims by holders of Notes in respect of principal and interest or any other amounts due and payable must be made to the Trustee or any Paying Agent within two years of such principal, interest or other amount becoming due and payable. Any funds deposited with the Trustee or any Paying Agent in trust for the payment of principal, interest or any other amount remaining unclaimed for two years after such principal, interest or other amount has become due and payable will be paid to the Issuer pursuant to the Indenture; and the holder of a Note will thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Trustee and any Paying Agent with respect to such trust funds will thereupon cease.

Priority of Payments

On each Payment Date, unless an Enforcement Event has occurred and is continuing, Interest Proceeds will be applied in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*."

On each Payment Date, unless an Enforcement Event has occurred and is continuing, Principal Proceeds will be applied in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*."

Notwithstanding the provisions of "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*," if an Enforcement Event has occurred and is continuing, on each date or dates fixed by the Trustee (each such date to occur on a Payment Date), proceeds in respect of the Assets will be applied in the following order of priority (the "**Special Priority of Payments**"):

(A) (1) *first*, to the payment of taxes and governmental fees owing by the Issuer or the Co-Issuer, and (2) *second*, to the payment of the accrued and unpaid Administrative Expenses, in the priority stated in the definition thereof, up to the Administrative Expense Cap; *provided* that, following the commencement of any sales of Assets following acceleration of maturity of the Notes in accordance with the Indenture, the Administrative Expense Cap will be disregarded; *provided, further*, that amounts may be applied pursuant to this clause (A)(2) to the payment of Petition Expenses at the time that such Petition Expenses are incurred (but, following the commencement of any sales of Assets following the acceleration of the Notes, after the payment of all Administrative Expenses payable prior thereto in the priority set forth in the definition of "Administrative Expenses") without regard to the Administrative Expense Cap (but subject to (x) the payment of other Administrative Expenses (up to the Administrative Expense Cap) that are payable prior to the Petition Expenses in accordance with the priority set forth in the definition of "Administrative Expenses" and (y) the cumulative cap set forth in the definition of the term Petition Expense Amount) and, if (but only after) an amount of funds equal to the Petition Expense Amount is applied to the payment of Petition Expenses, additional Petition Expenses will be paid together with other Administrative Expenses in accordance with the definition thereof and subject to the Administrative Expense Cap;

(B) to the payment of the Senior Collateral Management Fee due and payable to the Collateral Manager;

(C) (1) *first*, to the payment of accrued and unpaid interest on the Class X Notes, the Class A-1N Notes and the Class A-1F Notes (in each case, including, without limitation, past due interest, if any) *pro rata* and *pari passu* based upon interest due, and (2) *second*, to the payment of principal of the Class X Notes, the Class A-1N Notes and the Class A-1F Notes, *pro rata* and *pari passu* based upon their respective aggregate outstanding amounts;

(D) (1) *first*, to the payment of accrued and unpaid interest on the Class A-2N Notes and the Class A-2F Notes (in each case, including, without limitation, past due interest, if any) *pro rata* and *pari passu* based upon interest due, and (2) *second*, to the payment of principal of the Class A-2N Notes and the Class A-2F Notes, *pro rata* and *pari passu* based upon their respective aggregate outstanding amounts;

(E) (1) *first*, to the payment of accrued and unpaid interest on the Class BN Notes and the Class BF Notes (in each case, including, without limitation, past due interest, if any) *pro rata* and *pari passu* based upon interest due, and (2) *second*, to the payment of principal of the Class BN Notes and the Class BF Notes, *pro rata* and *pari passu* based upon their respective aggregate outstanding amounts;

(F) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class C Notes;

(G) to the payment of any Secured Note Deferred Interest on the Class C Notes;

(H) to the payment of principal of the Class C Notes;

(I) (1) first, to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class D1 Notes, (2) second, to the payment of any Secured Note Deferred Interest on the Class D1 Notes, and (3) third, to the payment of principal of the Class D1 Notes;

(J) (1) first, to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class D2 Notes, (2) second, to the payment of any Secured Note Deferred Interest on the Class D2 Notes, and (3) third, to the payment of principal of the Class D2 Notes;

(K) (reserved);

(L) to the payment of accrued and unpaid interest (excluding Secured Note Deferred Interest, but including interest on Secured Note Deferred Interest) on the Class E Notes;

(M) to the payment of any Secured Note Deferred Interest on the Class E Notes;

(N) to the payment of principal of the Class E Notes;

(O) to the payment of (in the same manner and order of priority stated therein) any Administrative Expenses not paid pursuant to clause (A) above due to the limitation contained therein;

(P) to the payment of the accrued and unpaid Subordinated Collateral Management Fee (including any previously deferred Subordinated Collateral Management Fee (together with interest accrued thereon) which the Collateral Manager has elected to be paid on such Payment Date);

(Q) (i) *first*, to each Contributor, any Contribution Repayment Amount payable to such Contributor for such Payment Date, *pro rata* based on the Contribution Repayment Amounts payable to all Contributors on such Payment Date, until all such amounts have been paid in full, and (ii) *second*, to pay to the holders of the Subordinated Notes until the Subordinated Notes have realized a Subordinated Notes Internal Rate of Return of 12%; and

(R) to pay the balance to the Collateral Manager and the holders of the Subordinated Notes, such balance to be allocated as follows: (x) 20% to the Collateral Manager as the Incentive Collateral Management Fee payable on such Payment Date; and (y) 80% to the holders of the Subordinated Notes.

Events of Default

"*Event of Default*" is defined in the Indenture as:

(a) a default in the payment, when due and payable, of (i) any interest on any Senior Note or, if there are no Senior Notes outstanding, any Class C Note or, if there are no Senior Notes or Class C Notes outstanding, any Class D1 Note or, if there are no Senior Notes, Class C Notes or Class D1 Notes outstanding, any Class D2 Note or, if there are no Senior Notes, Class C Notes, Class D1 Notes or Class D2 Notes outstanding, any Class E Note on any Payment Date, the Stated Maturity or any Redemption Date and, in each case, the continuation of any such default for five Business Days, or (ii) any principal of, or interest or Secured Note Deferred Interest on, or any Redemption Price in respect of any Secured Note at its Stated Maturity or on any Redemption Date; *provided* that, in the case of a default resulting from a failure to disburse due to an administrative error or omission by the Collateral Manager, Trustee, Collateral Administrator or any Paying Agent, such default will not be an Event of Default unless such failure continues for seven Business Days after a trust officer of the Trustee or any Paying Agent receives written notice or has actual knowledge of such administrative error or omission; *provided*, *further*, that in the case of a default in the payment of principal of any Note on any Redemption Date where (A) such default is due solely to a delayed or failed settlement of any asset sale by the Issuer (or the Collateral Manager on the Issuer's behalf), (B) the Issuer (or the Collateral Manager on the Issuer's behalf) had entered into a binding agreement for the sale of such asset prior to the applicable Redemption Date, (C) such delayed or failed settlement is due to circumstances beyond the control of the Issuer and the Collateral Manager and (D) the Issuer (or the Collateral Manager on the Issuer's behalf) has used reasonable efforts to cause such settlement to occur prior to the Redemption Date and without such delay or failure (in each case, as certified to the Trustee by the Issuer (or the Collateral Manager on its behalf)), then such default will not be an Event of Default unless such failure continues for 60 days after such Redemption Date; the Issuer shall notify the Rating Agencies of any failed settlement described in the foregoing proviso;

(b) the failure on any Payment Date to disburse amounts (other than Dissolution Expenses) available in the Payment Account in excess of U.S.$250,000 in accordance with the Priority of Payments set forth in the Indenture and continuation of such failure for a period of ten Business Days; *provided* that, in the case of a default resulting from a failure to disburse due to an administrative error or omission by the Collateral Manager, Trustee, Collateral Administrator or any Paying Agent, such default will not be an Event of Default unless such failure continues for ten Business Days after a trust officer of the Trustee or any Paying Agent receives written notice or has actual knowledge of such administrative error or omission;

(c) either of the Co-Issuers or the Assets becomes an investment company required to be registered under the Investment Company Act and that status continues for 45 days;

(d) except as otherwise provided in this definition of "Event of Default," a default in any material respect in the performance, or breach in any material respect, of any other covenant or other agreement of the Issuer or the Co-Issuer in the Indenture (it being understood, without limiting the generality of the foregoing, that any failure to meet any Concentration Limitation, Collateral Quality Test, Coverage Test or the Interest Diversion Test is not an Event of Default and any failure to satisfy the requirements described under "*Use of Proceeds—Effective Date*" is not an Event of Default, except in either case to the extent provided in clause (f) below), or the failure of any representation or warranty of the Issuer or the Co-Issuer made in the Indenture or in any certificate or other writing delivered pursuant thereto or in connection therewith to be correct in each case in all material respects when the same has been made, and the continuation of such default, breach or failure for a period of 45 days after notice to the Issuer or the Co-Issuer, as applicable, and the Collateral Manager by registered or certified mail or overnight courier, by the Trustee, the Issuer, the Co-Issuer or the Collateral Manager or to the Issuer or the Co-Issuer, as applicable, the Collateral Manager and the Trustee at the direction of the holders of at least a Majority of the Controlling Class, specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a "**Notice of Default**" under the Indenture;

(e) certain events of bankruptcy, insolvency, receivership or reorganization of either of the Co-Issuers; or

(f) on any Measurement Date when any Class A Notes are outstanding, failure of the percentage equivalent of a fraction (i) the numerator of which is equal to (1) the sum of (a) the Aggregate Principal Balance of the Collateral Obligations, excluding Defaulted Obligations and (b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds *plus* (2) the aggregate Market Value of all Defaulted Obligations on

such date and (ii) the denominator of which is equal to the Aggregate Outstanding Amount of the Class A Notes, to equal or exceed 102.5%;

provided that, notwithstanding anything to the contrary set forth herein, a failed Optional Redemption will not constitute an Event of Default pursuant to clause (a)(ii) to the extent that such failure results solely from a failed Refinancing on the anticipated Redemption Date.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in clause (e) above), the Trustee may (with the consent of a Majority of the Controlling Class), and will (upon the written direction of a Majority of the Controlling Class), by notice to the Co-Issuers and each Rating Agency, declare the principal of all the Secured Notes to be immediately due and payable ("**acceleration**"), and upon any such declaration the principal of the Notes, together with all accrued and unpaid interest thereon (including, in the case of the Class C Notes, the Class D Notes and the Class E Notes, any Secured Note Deferred Interest), and other amounts payable under the Indenture through the date of acceleration, will become immediately due and payable. If an Event of Default described in clause (e) above occurs, all unpaid principal, together with all accrued and unpaid interest thereon, of all the Secured Notes, and other amounts payable thereunder and under the Indenture through the date of acceleration, will become immediately and automatically due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after such a declaration of acceleration of maturity has been made and before a judgment or decree for payment of the cash due has been obtained by the Trustee, a Majority of the Controlling Class, by written notice to the Issuer, the Trustee, Moody's and Fitch, may rescind and annul such declaration and its consequences if: (i) the Issuer or the Co-Issuer has paid or deposited with the Trustee a sum sufficient to pay: (A) all unpaid amounts then due and payable on the Secured Notes (without regard to such acceleration); (B) to the extent that the payment of such interest is lawful, interest upon any Secured Note Deferred Interest at the applicable Interest Rate; and (C) (1) all unpaid taxes and Administrative Expenses of the Co-Issuers and other sums paid or advanced by the Trustee under the Indenture or by the Collateral Administrator under the Collateral Administration Agreement or the Indenture, (2) accrued and unpaid Senior Collateral Management Fee and (3) any other amounts then payable by the Co-Issuers under the Indenture prior to such Administrative Expenses, such Senior Collateral Management Fee; and (ii) it has been determined that all Events of Default, other than the nonpayment of the interest on or principal of the Secured Notes that has become due solely by such acceleration, have (1) been cured, and a Majority of the Controlling Class, by written notice to the Trustee, has agreed with such determination (which agreement will not be unreasonably withheld), or (2) been waived as provided in the Indenture. No such rescission will affect any subsequent default or impair any right consequent thereon. Notwithstanding anything in this paragraph or the immediately preceding paragraph to the contrary, the Secured Notes will not be subject to acceleration by the Trustee or the holders of a Majority of the Controlling Class solely as a result of the failure to pay (i) at any time when the Class A-1 Notes or the Class A-2 Notes are the Controlling Class, any amount due on any Notes other than the Class X Notes, the Class A Notes or the Class B Notes or (ii) at any other time, any amount due on any Notes that are not of the Controlling Class.

If an Event of Default has occurred and is continuing, the Trustee will retain the Assets intact and collect and cause the collection of all payments in respect of the Assets and make and apply all payments and deposits and maintain all accounts in respect of the Assets and the Notes in accordance with the Priority of Payments and the subordination provisions of the Indenture unless:

(i) the Trustee determines (in the manner described in the Indenture) that the anticipated proceeds of a sale or liquidation of the Assets (after deducting the anticipated reasonable expenses of such sale or liquidation) would be sufficient to discharge in full the amounts then due (or, in the case of interest, accrued) and unpaid on the Secured Notes for principal and interest (including accrued and unpaid Secured Note Deferred Interest) and all other amounts that, pursuant to the Priority of Payments, are required to be paid prior to payments on the Subordinated Notes (including any amounts due and owing, amounts anticipated to be due and owing, as Administrative Expenses (without regard to the Administrative Expense Cap), any due and unpaid Senior Collateral Management Fee and any due and unpaid Subordinated Collateral Management Fee) and a Majority of the Controlling Class agrees with such determination;

(ii) if an Event of Default specified under clauses (a), (e) or (f) of the definition of Event of Default has occurred and is continuing (regardless of whether an Event of Default under another clause of

the definition of Event of Default has occurred prior to or subsequent to such Event of Default), a Majority of the Controlling Class directs the sale and liquidation of the Assets in accordance with the Indenture; *provided* that this clause (ii) shall not apply in the case of an Event of Default pursuant to clause (a)(i) of the definition of Event of Default relating to the failure to pay interest on the Class B Notes while the Class A-1 Notes or the Class A-2 Notes are the Controlling Class that arises solely from the application of the Special Priority of Payments due to the acceleration of the Secured Notes resulting from an Event of Default arising pursuant to clauses (b), (c) or (d) of the definition of Event of Default;

(iii) if any other Event of Default (other than those described in clause (ii) above) has occurred and is continuing, a Majority of each Class of Secured Notes (in each case voting separately by Class) direct the sale and liquidation of the Assets in accordance with the Indenture; or

(iv) if all of the Secured Notes have been repaid in full, a Majority of the Subordinated Notes directs, subject to the provisions of the Indenture and in compliance with applicable law, such sale and liquidation.

If any such sale and liquidation of the Assets occurs, the Issuer will notify the Rating Agencies thereof. A Majority of the Controlling Class will have the right following the occurrence, and during the continuance of, an Event of Default to cause the institution of and direct the time, method and place of conducting any proceeding for any remedy available to the Trustee; *provided* that (a) such direction will not conflict with any rule of law or with any express provision of the Indenture, (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction; *provided*, that, subject to the Indenture, the Trustee need not take any action that it determines might cause it to incur any liability, (c) the Trustee has been provided with indemnity reasonably satisfactory to it, and (d) notwithstanding the foregoing, any direction to the Trustee to undertake a sale of Assets may be given only in accordance with the preceding paragraph and the other applicable provisions of the Indenture.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee will be under no obligation to exercise the rights or powers vested in it under the Indenture in respect of an Event of Default at the request or direction of the holders of any Notes unless such holders have provided to the Trustee security or indemnity reasonably satisfactory to the Trustee. Prior to the time a judgment or decree for payment of the cash due has been obtained by the Trustee, as provided in the Indenture, a Majority of the Controlling Class may, on behalf of the holders of all the Notes, waive any past Event of Default or any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default, and its consequences, except any Event of Default or occurrence described below will require the additional consent of: (a) in the case of a failure to pay interest on the Controlling Class, the consent of the holders of 100% of the Controlling Class; (b) in the case of a failure to pay principal of any Class of Secured Notes, the consent of the holders of 100% of such Class; (c) in respect of a covenant or provision of the Indenture that, under the provision of the Indenture providing for supplemental indentures with the consent of holders of Notes, cannot be modified or amended without the waiver or consent of the holder of each such outstanding Note materially and adversely affected thereby (which may be waived only with the consent of each such holder); or (d) in respect of certain representations contained in the Indenture relating to the security interests in the Assets (which may be waived only by a Majority of the Controlling Class).

No holder of a Note will have the right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy under the Indenture, with respect to the Notes, or any other remedy under the Notes, unless (i) such holder previously has given to the Trustee written notice of an Event of Default, (ii) the holders of not less than 25% of the then Aggregate Outstanding Amount of the Controlling Class have made a written request to the Trustee to institute such proceedings in its own name as Trustee and such holders have provided the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities to be incurred in compliance with such request, (iii) the Trustee, for 30 days after its receipt of such notice, request and provision of such indemnity, has failed to institute any such proceeding and (iv) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by a Majority of the Controlling Class; it being understood and intended that no one or more Holders of Notes will have any right in any manner whatsoever by virtue of, or by availing itself of, any provision of the Indenture to affect, disturb or prejudice the rights of any other Holders of Notes of the same Class, or to obtain or to seek to obtain priority or preference over any other Holders of the Notes of the same Class, or to enforce any right under the Indenture, except in the manner provided in the Indenture, and for the equal and ratable benefit of all

the Holders of Notes of the same Class subject to and in accordance with the subordination provisions of the Indenture and the Priority of Payments.

In the event the Trustee receives conflicting or inconsistent requests and indemnity from two or more groups of Holders of the Controlling Class, each representing less than a Majority of the Controlling Class, the Trustee will act in accordance with the request specified by the group of Holders with the greatest percentage of the Aggregate Outstanding Amount of the Controlling Class, notwithstanding any other provisions of the Indenture. If all such groups represent the same percentage, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

In determining whether the holders of the requisite Aggregate Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture, the following Notes will be disregarded and deemed not to be outstanding:

(a) Notes owned by the Issuer, the Co-Issuer or any other obligor upon the Notes; and

(b) any Collateral Manager Notes under the limited circumstances described under "*The Collateral Management Agreement—Removal, Resignation and Replacement of the Collateral Manager*,"

except that (1) in determining whether the Trustee will be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a trust officer of the Trustee actually knows to be so owned or to be Collateral Manager Notes will be so disregarded; and (2) Notes so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not one of the Persons specified above.

If an Event of Default has occurred and has not been cured or waived and acceleration occurs and is not waived in accordance with the Indenture, each Class of Notes then outstanding will be paid in full in cash or, to the extent a Majority of such Class consents, other than in cash, before any further payment or distribution is made on account of any more subordinate Classes, in each case in accordance with the Special Priority of Payments. Upon such an acceleration, investors in any such subordinate Class of Notes will not receive any payments until such senior Classes of Notes are paid in full. If an Event of Default has occurred, but the Assets have not been liquidated and the Notes have not been accelerated, payments on the Notes will continue to be made in the order of priority described under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*." There can be no assurance that, after payment of principal and interest on the Notes senior to any Class of Notes, the Issuer will have sufficient funds to make payments in respect of such Class of Notes. See "*Risk Factors—Relating to the Notes—Subordination*".

Notwithstanding anything to the contrary set forth in the Indenture, prior to the sale of any Collateral Obligation made under the power of sale given under the Indenture, in connection with an acceleration or other exercise of remedies, the Trustee will offer the Collateral Manager (or an Affiliate thereof designated by the Collateral Manager) a right of first refusal to purchase such Collateral Obligation (exercisable within two Business Days of the receipt of the related bid by the Trustee) at a price equal to the highest bid received by the Trustee in accordance with the Indenture (or, if only one bid price is received, such bid price).

Notices

Notices to the holders of the Notes will be given by first class mail, postage prepaid, to registered holders of Notes at each such holder's address appearing in the Note Register. The Trustee will agree in the Indenture to notify the holders of the Notes of its receipt of any written notice from the Collateral Manager to the effect that any of the events specified in the definition of "cause" under the Collateral Management Agreement has occurred.

Modification of Indenture

Reset Amendments

With respect to any supplemental indenture which, by its terms (x) provides for an Optional Redemption, with Refinancing Proceeds, of all, but not less than all, Classes of the Secured Notes in whole, but not in part, and (y) is consented to (and/or directed) by both the Collateral Manager and the Holders of a Majority of the Subordinated Notes (the "**Requisite Subordinated Noteholders**"), notwithstanding anything to the contrary contained in this section "—

Modification of Indenture," the Collateral Manager may, with such consent of the Requisite Subordinated Noteholders, without regard to any other Noteholder consent requirement specified in this section "*—Modification of Indenture*" or elsewhere herein, cause such supplemental indenture to also (a) effect an extension of the end of the Reinvestment Period, (b) establish a non-call period for the replacement securities or loans issued to replace such Secured Notes or prohibit a future refinancing of such replacement securities, (c) modify the Weighted Average Life Test, (d) provide for a stated maturity of such replacement securities or loans that is later than the Stated Maturity of the Secured Notes, (e) effect an extension of the Stated Maturity of the Subordinated Notes, and/or (f) make any other supplements or amendments to the Indenture that would otherwise be subject to the Noteholder consent rights of this section "*—Modification of Indenture*" (a "**Reset Amendment**"). For the avoidance of doubt, Reset Amendments are not subject to any Noteholder consent requirements that would otherwise apply to supplemental indentures described below in this section "*—Modification of Indenture*" or elsewhere herein. Notwithstanding the ability to extend the stated maturity of the Secured Notes pursuant to Reset Amendments, the Retention Financing places limits on the Collateral Manager's ability to do so. See "*Risk Factors—Relating to the Notes—The Notes are subject to Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*".

Benchmark Replacement

If the Collateral Manager (on behalf of the Issuer) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any Interest Determination Date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Floating Rate Notes on such Interest Determination Date and all subsequent Interest Determination Dates without the consent of any Holder. The Collateral Manager will promptly (and in any event, prior to the relevant Interest Determination Date) notify the Co-Issuers, the Collateral Administrator, the Calculation Agent, the Trustee and the Rating Agencies of the occurrence of such Benchmark Transition Event and the related Benchmark Replacement Date and any applicable Benchmark Replacement, including the details of the underlying rate and any applicable Benchmark Replacement Adjustment, as determined pursuant to the procedures described below. As soon as practicable following receipt of such notice (but not later than 1 Business Day following receipt of such notice), the Trustee will notify the Holders of such events, such Benchmark Replacement and the related details.

In connection with the implementation of a Benchmark Replacement, the Co-Issuers and the Trustee will have the right to enter into a supplemental indenture to make Benchmark Replacement Conforming Changes from time to time. For the avoidance of doubt, (i) a Benchmark Replacement will be adopted without the consent of any Holder and (ii) a supplemental indenture will not be required in order to adopt a Benchmark Replacement.

Any determination, decision or election that may be made by the Collateral Manager pursuant to the provisions of the Indenture described under this heading "*Benchmark Replacement*", including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Collateral Manager's sole discretion, and, notwithstanding anything to the contrary herein, will become effective without consent from any other party.

"**ARRC**" will mean the Alternative Reference Rates Committee of the Federal Reserve Bank of New York.

"**Asset Replacement Percentage**" will mean, on any date of calculation, a fraction (expressed as a percentage), where the numerator is the Aggregate Principal Balance of the Floating Rate Obligations indexed to a benchmark other than (a) the then-current Benchmark, (b) the Term SOFR Reference Rate with an index maturity of 1 month or (c) Libor as of such calculation date and the denominator is the Aggregate Principal Balance of the Floating Rate Obligations as of such calculation date. The Asset Replacement Percentage will be determined by the Collateral Manager in its sole discretion.

"**Benchmark Replacement**" will mean the first alternative set forth in the order below that can be determined by the Collateral Manager as of the applicable Benchmark Replacement Date:

(a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Index Maturity and (ii) the Benchmark Replacement Adjustment; and

(b) the sum of: (i) the Fallback Rate and (ii) the Benchmark Replacement Adjustment; *provided* that, if a Benchmark Replacement is selected pursuant to this clause (b), then on the last Business Day preceding each subsequent Interest Determination Date, if a redetermination of the Benchmark Replacement on such date would result in the selection of a Benchmark Replacement pursuant to clause (a) above, then such redetermined Benchmark Replacement will become the Benchmark commencing on such Interest Determination Date;

provided that, following the adoption of any Benchmark Replacement pursuant to the terms of the Indenture, to the extent such Benchmark Replacement or any component thereof is published by the Relevant Governmental Body, the International Swaps and Derivatives Association, Inc., Bloomberg or Reuters, the Collateral Manager may identify such published rate to the Calculation Agent in writing, which notice will be posted on the Trustee's website, and such published rate will be deemed to satisfy the definition of such Benchmark Replacement or such component thereof for all purposes under the Indenture. Any such designation from the Collateral Manager will specify whether the published rate includes the applicable Benchmark Replacement Adjustment.

"**Benchmark Replacement Adjustment**" will mean the first alternative set forth in the order below that can be determined by the Collateral Manager (on behalf of the Issuer) as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement; and

(b) the spread adjustment (which may be a positive or negative value or zero) , or method for calculating or determining such spread adjustment, that has been selected by the Collateral Manager giving due consideration to any industry-accepted spread adjustment, or method of determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated securitization transactions at such time.

"**Benchmark Replacement Conforming Changes**" will mean, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, but not limited to, changes to the definition of "Interest Accrual Period", timing and frequency of determining rates and making payments of interest and other administrative matters) that the Collateral Manager (on behalf of the Issuer) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Collateral Manager (on behalf of the Issuer) decides that adoption of any portion of such market practice is not administratively feasible or if the Collateral Manager (on behalf of the Issuer) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Collateral Manager (on behalf of the Issuer) determines is reasonably necessary).

"**Benchmark Replacement Date**" will mean, as determined by the Collateral Manager:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (x) the date of the public statement or publication of information referenced therein and (y) the date on which the administrator of the relevant Benchmark permanently or indefinitely ceases to provide such Benchmark;

(b) in the case of clause (c) of the definition of "Benchmark Transition Event the date of the public statement or publication of information; or

(c) in the case of clause (d) of the definition of "Benchmark Transition Event," the date selected by the Collateral Manager;

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), the Collateral Manager (on behalf of the Issuer) in its sole discretion may give written notice to the Holders of the Notes in which the Collateral Manager (on behalf of the Issuer) designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition of the transaction to the Benchmark Replacement, in which case such earlier date will be the Benchmark Replacement Date. For the avoidance of doubt, if the event giving rise to the

Benchmark Replacement Date occurs on the same day as, but earlier than, the applicable time set forth in the definition of the Term SOFR Rate (if the then-current Benchmark is the Term SOFR Rate) or the definitions or provisions specifying the time of day at which the Benchmark rate is determined (if the then-current Benchmark is not the Term SOFR Rate), the Benchmark Replacement Date will be deemed to have occurred prior to such time on such Interest Determination Date.

"**Benchmark Transition Event**" will mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that the administrator has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative; or

(d) the Asset Replacement Percentage is greater than 50%, as determined and reported by the Collateral Manager in its sole discretion in the most recent Monthly Report or Distribution Report.

"**Fallback Rate**" will mean the rate selected by the Collateral Manager and corresponding to either (x) the quarterly pay reference rate recognized or acknowledged as being the industry standard replacement rate for leveraged loans (which recognition may be in the form of a press release, a member announcement, member advice, letter, protocol, publication of standard terms or otherwise) by the LSTA or the Relevant Governmental Body or (y) the Non-LIBOR Reference Rate that is used in calculating the interest rate of at least 50% of the Floating Rate Obligations (by par amount) as determined by the Collateral Manager in its sole discretion as of the first day of the Interest Accrual Period during which the relevant Benchmark Replacement Date occurs or (z) the rate that is consistent with the reference rate being used with respect to at least 50% (by principal amount) of the floating rate securities issued in the new-issue collateralized loan obligation market and/or floating rate securities in the collateralized loan obligation market that have amended their reference rate, in each case, in the preceding three months from the date of determination that bear interest based on a base rate other than the then-current Benchmark; provided that for purposes of calculating the interest due on the Floating Rate Notes, at no time will the Fallback Rate be less than 0.0% per annum. For purposes of this definition, "**Non-LIBOR Reference Rate**" means the quarterly pay reference rate other than any London interbank offer rate.

"**LSTA**" will mean the Loan Syndications and Trading Association, together with any successor organization.

"**Relevant Governmental Body**" will mean the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York (including, for the avoidance of doubt, the ARRC) or any successor thereto.

"**Unadjusted Benchmark Replacement**" will mean the Benchmark Replacement excluding the applicable Benchmark Replacement Adjustment.

Supplemental Indentures with Consent

Without limiting the ability to enter into Reset Amendments, Benchmark Replacements or Re-Pricing Amendments, which in each case are not governed by this section and are exclusively governed by the provisions set

forth in "*—Reset Amendments*" above (with respect to Reset Amendments), "*—Benchmark Replacement*" above (with respect to Benchmark Replacements) or "*Description of the Notes—Re-Pricing Amendments*" above and clause (xiv) of "*—Supplemental Indentures without Consent*" below (with respect to Re-Pricing Amendments), the Trustee and the Co-Issuers may, with the consent of a Majority of each Class materially and adversely affected thereby, if any, execute one or more supplemental indentures to add provisions to, or change in any manner or eliminate any provisions of, the Indenture or modify in any manner the rights of the holders of the Notes of any Class under the Indenture; *provided* that, without the consent of each Holder of each outstanding Note of each Class materially and adversely affected thereby, no such supplemental indenture described above may:

(i) change the Stated Maturity of the principal of or the due date of any installment of interest or other payment on any Secured Note, reduce the principal amount thereof or the rate of interest thereon or the Redemption Price with respect to any Note or change the earliest date on which Notes of any Class may be redeemed, change the provisions of the Indenture relating to the application of proceeds of any Assets to the payment of principal of or interest on the Secured Notes, or distributions on the Subordinated Notes or change any place where, or the coin or currency in which, Notes or the principal thereof or interest or any distribution thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the applicable Redemption Date);

(ii) reduce the percentage of the Aggregate Outstanding Amount of holders of Notes of each Class whose consent is required for the authorization of any such supplemental indenture or for any waiver of compliance with certain provisions of the Indenture or certain defaults thereunder or their consequences provided for in the Indenture;

(iii) impair or adversely affect the Assets except as otherwise permitted in the Indenture;

(iv) except as otherwise permitted by the Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any part of the Assets or terminate such lien on any property at any time subject thereto or deprive the holder of any Secured Note of the security afforded by the lien of the Indenture; *provided* that this clause shall not apply to any supplemental indenture in connection with an Optional Redemption by Refinancing which grants a lien in favor of a collateral agent or similar security agent in relation to any replacement securities or loans issued or borrowed pursuant to such Refinancing and which lien ranks on a parity with the lien securing the Class(es) of Secured Notes to be redeemed in such Refinancing;

(v) reduce or increase the percentage of the Aggregate Outstanding Amount of holders of any Class of Secured Notes whose consent is required to request the Trustee to preserve the Assets or rescind the Trustee's election to preserve the Assets or to sell or liquidate the Assets pursuant to the Indenture;

(vi) modify any of the provisions of the Indenture with respect to entering into supplemental indentures;

(vii) other than to the extent required to reflect the terms of any replacement securities or loans issued in an Optional Redemption by Refinancing, modify the definition of the term "Controlling Class," the definition of the term "Outstanding" or the Priority of Payments set forth in the Indenture; or

(viii) modify any of the provisions of the Indenture in such a manner as to affect the calculation of the amount of any payment of interest or principal on any Secured Note or any amount available for distribution to the Subordinated Notes, or to affect the rights of the holders of any Secured Notes to the benefit of any provisions for the redemption of such Secured Notes contained therein.

In addition, any supplemental indenture (other than a Reset Amendment or an amendment under clause (xiii) or (xviii) under "*—Supplemental Indentures without Consent*" below) that would modify or amend (a) the restrictions on the sales of Collateral Obligations set forth in the Indenture, (b) the Investment Criteria, (c) the Collateral Quality Tests, (d) the Concentration Limitations, (e) the methodology used to calculate any Coverage Test, (f) the definition of "Defaulted Obligation," "Credit Improved Obligation" or "Credit Risk Obligation" or (g) any criteria applicable to the Issuer's ability to consent to a Maturity Amendment as described under "*Security for the Secured Notes—*

Investment Criteria" shall require the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes.

Supplemental Indentures without Consent

Without limiting the ability to enter into Reset Amendments (which are not governed by this section and are exclusively governed by the provisions set forth in "*—Reset Amendments*" above) or Benchmark Replacements (which are not governed by this section and are exclusively governed by the provisions set forth in "*—Benchmark Replacement*" above), the Co-Issuers and the Trustee may also enter into one or more supplemental indentures without obtaining the consent of holders of any Notes (except as set forth below) at any time and from time to time, subject to certain requirements described in the Indenture:

(i) to evidence the succession of another Person to the Issuer or the Co-Issuer and the assumption by any such successor Person of the covenants of the Issuer or the Co-Issuer in the Indenture and in the Notes;

(ii) to add to the covenants of the Co-Issuers or the Trustee for the benefit of the Secured Parties;

(iii) to add to the conditions, limitations or restrictions on the authorized amount, terms and purposes of the issue, authentication and delivery of the Notes;

(iv) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee and to add to or change any of the provisions of the Indenture as will be necessary to facilitate the administration of the trusts under the Indenture by more than one Trustee, pursuant to the requirements of the Indenture;

(v) to correct or amplify the description of any property at any time subject to the lien of the Indenture, or to better assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations), or to convey, transfer, assign, mortgage or pledge any property to or with the Trustee or otherwise subject to the lien of the Indenture any additional property;

(vi) to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) or to enable the Co-Issuers to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required thereunder;

(vii) to make appropriate changes for any Class of Notes to be or remain listed on an exchange, including the Cayman Islands Stock Exchange, or trading system or de-listed, if such listing becomes unduly burdensome;

(viii) to make such changes as will be necessary or advisable in order for the creation of any Issuer Subsidiary, the conveyance of any Assets to such Issuer Subsidiary, the disposition of such Assets and any distributions by such Issuer Subsidiary and such other matters incidental thereto; *provided* that such changes will not affect the conditions relating to the establishment and operation of such Issuer Subsidiary in effect immediately prior to such changes;

(ix) with the consent of a Majority of the Controlling Class, (A) to correct any inconsistency or cure any ambiguity, omission or manifest errors in the Indenture; or (B) to conform the provisions of the Indenture to the final offering circular relating to the offering of the Notes;

(x) to take any action necessary or advisable (1) to allow the Issuer to comply with FATCA (including providing for remedies against, or imposing penalties upon, Holders who fail to deliver the Holder FATCA Information or comply with FATCA), (2) for any Bankruptcy Subordination Agreement; and to issue new Notes in respect of, or issue one or more new sub-classes of, any Class of Notes, in each case with new identifiers (including CUSIPs, ISINs and Common Codes, as applicable), in connection with any Bankruptcy Subordination Agreement; *provided* that any sub-class of a Class of Notes issued pursuant to this

clause shall be issued on identical terms as, and rank *pari passu* in all respects with, the existing Notes of such Class or (3) to prevent either of the Co-Issuers or any Issuer Subsidiary from being subject to (or to otherwise minimize) withholding or other taxes, fees or assessments or to reduce the risk that the Issuer will be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal, state or local income tax on a net basis;

(xi) at any time during the Reinvestment Period (or, in the case of the issuance of additional Subordinated Notes and/or Junior Mezzanine Notes only, during or after the Reinvestment Period), subject to the consent of a Majority of the Subordinated Notes and the Collateral Manager, to make such changes as will be necessary to permit the Co-Issuers or the Issuer (A) to issue Junior Mezzanine Notes; *provided* that any such additional issuance of notes will be issued in accordance with the Indenture; (B) to issue additional Notes of any one or more existing Classes (other than the Class X Notes); *provided* that any such additional issuance of notes will be issued in accordance with the Indenture; or (C) in connection with the issuance of additional notes, to make modifications that do not materially and adversely affect the rights or interest of Holders of any Class and are determined by the Collateral Manager to be necessary in order for such issuance of additional notes not to be subject to any U.S. Risk Retention Rules (in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters a summary of which shall be shared with the Majority of the Subordinated Notes);

(xii) with the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes, to evidence any waiver by either Rating Agency as to any requirement in the Indenture that such Rating Agency confirm (or to evidence any other elimination of any requirement in the Indenture that either Rating Agency confirm) that an action or inaction by the Issuer or any other Person will not result in a reduction or withdrawal of its then-current rating of any Class of Secured Notes as a condition to such action or inaction;

(xiii) with the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes, to make changes as will be necessary or advisable to conform to ratings criteria and other guidelines (including any alternative methodology published by either Rating Agency) relating to collateral debt obligations in general published by either Rating Agency;

(xiv) with the consent of a Majority of the Subordinated Notes, to make such changes as will be necessary or advisable to facilitate the Co-Issuers or Issuer, as applicable, to effect a Re-Pricing Amendment in accordance with the Indenture;

(xv) to accommodate (with the consent of the Collateral Manager and a Majority of the Subordinated Notes and, in the case of a Refinancing upon a redemption of the Secured Notes in part by Class, a Majority of the most senior Class of Notes not subject to such Refinancing) a Refinancing pursuant to the Indenture, including changes to any terms set forth in the Indenture; *provided* that, if any changes are made to the Indenture other than as expressly described in the redemption provisions thereof (including any Permitted Refinancing Amendments), no holders of Notes (other than holders of Notes subject to such Refinancing) are materially adversely affected thereby; *provided, further* that, notwithstanding anything to the contrary in the Indenture (including any express consent rights granted to such Class in this section "—*Modification of Indenture*"), in the event of a Refinancing of a Class of Secured Notes, any changes made pursuant to a supplemental indenture described in this clause (xv) (A) will be deemed to not materially and adversely affect such Class, (B) will not require the consent of any of the holders of such Class and (C) will be effective so long as the requirements for a Refinancing set forth in the Indenture are satisfied and the Co-Issuers, the Trustee and the Collateral Manager consent thereto;

(xvi) (reserved);

(xvii) to modify the procedures in the Indenture relating to compliance with Rule 17g-5 under the Exchange Act or to permit compliance, or reduce the costs to the Co-Issuers of compliance, with the Dodd-Frank Act and any rules or regulations thereunder applicable to the Co-Issuers, the Collateral Manager or the Notes;

(xviii) subject to satisfying the Moody's Rating Condition and with the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes, to modify or amend the Moody's Weighted Average Recovery Adjustment, the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix (or any component thereof) or the Recovery Rate Modifier Matrix (or any component thereof) or, in each case, the definitions related thereto;

(xix) to make modifications determined by the Collateral Manager to be necessary (in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters a summary of which shall be shared with the Majority of the Subordinated Notes) in order for any transaction contemplated by the Indenture (including an issuance of additional Notes, a Refinancing or a Re-Pricing) to comply with, or avoid the application of, the EU Securitisation Rules, the UK Securitisation Rules and the U.S. Risk Retention Rules;

(xx) to implement any Benchmark Replacement Conforming Changes;

(xxi) (reserved); or

(xxii) to make such other changes as the Co-Issuers deem appropriate and that do not materially and adversely affect any holder of the Notes, as evidenced by an opinion of counsel or an officer's certificate of the Collateral Manager delivered to the Issuer and the Trustee (as further discussed below), *provided* that, if a Majority of the Controlling Class or a Majority of the Subordinated Notes, no later than one Business Day prior to the proposed date of execution of such supplemental indenture, has objected to such supplemental indenture on the basis that the supplemental indenture will materially and adversely affect such holders, consent to such supplemental indenture has been obtained subsequent to such objection from a Majority of the Controlling Class or a Majority of the Subordinated Notes, as applicable.

It will not be necessary for any act of any holders of Notes to approve the particular form of any proposed supplemental indenture, but it will be sufficient, if the consent of any such holders to such proposed supplemental indenture is required, that such act will approve the substance thereof.

The Collateral Manager will not be bound to follow any amendment or supplement to the Indenture unless it has received written notice of such amendment or supplement and a copy thereof from the Issuer or the Trustee, and, in the case of any amendment or supplement pursuant to clause (xix) above, has consented to such an amendment or supplement to the Indenture. The Issuer agrees that it will not permit to become effective any supplement or modification to the Indenture which would (i) increase the duties or liabilities of, reduce or eliminate any right or privilege of (including as a result of an effect on the amount or priority of any fees or other amounts payable to the Collateral Manager), or adversely change the economic consequences to, the Collateral Manager, (ii) modify the restrictions on the sale or other dispositions of Collateral Obligations, (iii) expand or restrict the Collateral Manager's discretion or (iv) result (in the commercially reasonable judgment of the Collateral Manager based upon written advice of nationally recognized counsel experienced in such matters) in the Collateral Manager being required to comply with the U.S. Risk Retention Rules or in non-compliance by the Collateral Manager with the U.S. Risk Retention Rules, to the extent applicable to it, and the Collateral Manager will not be bound thereby unless the Collateral Manager has consented in advance thereto in writing. No amendment to the Indenture will be effective against the Collateral Administrator if such amendment would adversely affect the Collateral Administrator, including, without limitation, any amendment or supplement that would increase the duties or liabilities of, or adversely change the economic consequences to, the Collateral Administrator, unless the Collateral Administrator otherwise consents in writing. The Trustee will not be obligated to enter into any supplemental indenture which affects the Trustee's own rights, duties, liabilities or immunities under the Indenture or otherwise.

With respect to any supplemental indenture, the Trustee and the Issuer will be entitled to conclusively rely upon an opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such opinion of counsel) or an officer's certificate of the Collateral Manager, as to whether or not any Class of Notes would be materially and adversely affected by any supplemental indenture described above. Neither the Trustee nor the Issuer will be liable for any reliance made in good faith upon an opinion of counsel or an officer's certificate of the Collateral Manager delivered to it as described in the Indenture. Such determination will be conclusive and binding on all present and future holders.

At the cost of the Co-Issuers, for so long as any Notes will remain outstanding, not later than the Applicable Notice Date, the Trustee will deliver to the Collateral Manager, the Collateral Administrator, each Rating Agency (if any Class of Secured Notes is then outstanding and is rated by such Rating Agency) and the holders of Notes (excluding, if such supplemental indenture is in connection with an Optional Redemption by Refinancing of one or more Classes of Secured Notes, (x) the Noteholders of each Class of Secured Notes to be redeemed pursuant to such Refinancing and (y) holders of each class of replacement securities or loans issued in such Refinancing) a notice attaching a copy of such supplemental indenture and indicating the proposed date of execution of such supplemental indenture. For this purpose, "**Applicable Notice Date**" means (i) with respect to any supplemental indenture being executed in connection with an Optional Redemption by Refinancing of the Secured Notes in whole (but not in part) and which supplemental indenture may include amendments in addition to the refinancing terms (and which, for the avoidance of doubt, will include a Reset Amendment), five Business Days prior to the Redemption Date, and (ii) with respect to any other supplemental indenture, 10 Business Days prior to the execution of such proposed supplemental indenture. Following such delivery by the Trustee, if any changes are made to such supplemental indenture other than (i) to correct typographical errors, to conform to Rating Agency requirements or to adjust formatting or (ii) to make a modification to a Re-Pricing Amendment as contemplated by the Indenture, then at the cost of the Co-Issuers, for so long as any Notes will remain outstanding, not later than 2 Business Days prior to the execution of such proposed supplemental indenture (*provided* that the execution of such proposed supplemental indenture will not in any case occur earlier than the date 10 Business Days or five Business Days, as the case may be, after the initial distribution of such proposed supplemental indenture pursuant to the first sentence of this paragraph), the Trustee will deliver to the Collateral Manager, the Collateral Administrator, each Rating Agency (if any Class of Secured Notes is then outstanding and is rated by such Rating Agency) and such holders of Notes a copy of such supplemental indenture as revised, indicating the changes that were made.

If the holders of less than the required percentage of the Aggregate Outstanding Amount of the relevant Notes consent to a proposed supplemental indenture within 10 Business Days (or five (5) Business Days if in connection with an Optional Redemption by Refinancing in whole), on the first Business Day following such period, the Trustee will provide consents received to the Issuer and the Collateral Manager so that they may determine which holders of Notes have consented to the proposed supplemental indenture and which holders of Notes have not consented to the proposed supplemental indenture.

Notwithstanding anything to the contrary contained herein, no supplemental indenture, or other modification or amendment of the Indenture, may become effective without the consent of each Holder of each outstanding Note of each Class unless such supplemental indenture or other modification or amendment would not, in the reasonable judgment of the Issuer in consultation with legal counsel experienced in such matters, as certified by the Issuer to the Trustee (upon which certification the Trustee may conclusively rely), result in the Issuer being treated as engaged in a trade or business within the United States or otherwise subject to U.S. federal income tax on a net basis.

A Class of Notes being refinanced in a Refinancing will be deemed not to be materially and adversely affected by any terms of the supplemental indenture related to, in connection with or to become effective on or immediately after the effective date of such Refinancing. In connection with a Re-Pricing, any Transferring Holder will be deemed not to be materially and adversely affected by any terms of the supplemental indenture related to, in connection with or to become effective on or immediately after the related Re-Pricing Date.

Subject to the immediately preceding paragraph, if holders of (x) a Majority of the Controlling Class or (y) a Majority of the Subordinated Notes have provided notice to the Trustee (with a copy to the Collateral Manager) at least one Business Day prior to the proposed execution date of any supplemental indenture to be entered into under "*—Modification of Indenture—Supplemental Indentures with Consent*" above that such Class would be materially and adversely affected thereby, the Trustee and the Co-Issuers shall not enter into such supplemental indenture unless consent is obtained from the specified percentage required under "*—Modification of Indenture—Supplemental Indentures with Consent*" above.

To the extent the Co-Issuers execute a supplemental indenture or other modification or amendment of the Indenture pursuant to clause (ix) above and one or more other amendment provisions described in this section "*—Modification of Indenture*" also applies, such supplemental indenture or other modification or amendment of the Indenture will be deemed to be a supplemental indenture, modification or amendment to conform the Indenture to the final offering circular relating to the Notes or to correct an inconsistency or cure an ambiguity, omission or manifest

errors pursuant to clause (ix) above only regardless of the applicability of any other provision regarding supplemental indentures set forth in the Indenture.

Prior to consenting to any proposed supplemental indenture, the Trustee and the Issuer will be entitled to receive, and will be fully protected in relying upon, an opinion of counsel that such supplemental indenture is authorized or permitted under the Indenture.

Additional Issuance

The Indenture will provide that, at any time during the Reinvestment Period (or, in the case of the issuance of additional Subordinated Notes and/or Junior Mezzanine Notes only, during or after the Reinvestment Period) the Co-Issuers (or the Issuer, as applicable) may issue and sell (I) additional Junior Mezzanine Notes and/or (II) additional Notes of any one or more existing Classes of Notes (other than the Class X Notes) and, in each case, use the net proceeds to purchase additional Collateral Obligations or for other purposes (including a Permitted Use), in each case, to the extent permitted under the Indenture (including, with respect to the issuance of Subordinated Notes and/or Junior Mezzanine Notes, after the Reinvestment Period, to apply proceeds of such issuance as Principal Proceeds); *provided* that the following conditions are met:

(a) such issuance is consented to by the Collateral Manager and a Majority of the Subordinated Notes and, unless only additional Subordinated Notes and/or Junior Mezzanine Notes are being issued, a Majority of the Controlling Class;

(b) in the case of additional notes of any one or more existing Classes, unless only additional Subordinated Notes and/or Junior Mezzanine Notes are being issued, the aggregate principal amount of Notes of such Class issued in all additional issuances may not exceed 100% of the respective original aggregate outstanding principal amount of the Notes of such Class;

(c) in the case of additional Notes of any one or more existing Classes, the terms of the Notes issued must be identical to the respective terms of previously issued Notes of the applicable Class (except that (i) the interest due on such additional Notes will accrue from the issue date of such additional Notes, (ii) in the case of additional Floating Rate Notes, the spread over the Benchmark applicable to such additional Notes may be different from the spread over the Benchmark applicable to the currently outstanding Notes of that Class but will not exceed the spread over the Benchmark applicable to the currently outstanding Notes of that Class, (iii) in the case of additional Fixed Rate Notes, the fixed interest rate applicable to such additional notes may be different from the fixed interest rate applicable to the currently outstanding Notes of that Class, but shall not exceed the fixed interest rate applicable to the currently outstanding Notes of that Class, and (iv) the issuance price may vary);

(d) in the case of additional Notes of any one or more existing Classes, unless only additional Subordinated Notes and/or Junior Mezzanine Notes are being issued, additional Notes of all Classes (including Subordinated Notes and any Junior Mezzanine Notes, but excluding Class X Notes) must be issued and such issuance of additional Notes must be proportional across all Classes (including the Subordinated Notes and any Junior Mezzanine Notes, but excluding Class X Notes); *provided* that the principal amount of Subordinated Notes or any Junior Mezzanine Notes issued in any such issuance may exceed the proportion otherwise applicable to the Subordinated Notes or the Junior Mezzanine Notes, as applicable;

(e) the Rating Agencies shall have been notified of such additional issuance;

(f) the proceeds of any additional notes (net of fees and expenses incurred in connection with such issuance) will be treated as Principal Proceeds and used to purchase additional Collateral Obligations, to invest in Eligible Investments or to apply pursuant to the Priority of Payments in each case, to the extent permitted under the Indenture; *provided, however*, that the Collateral Manager (in consultation with the Majority of the Subordinated Notes) may designate the proceeds of additional Subordinated Notes and/or additional Junior Mezzanine Notes for any Permitted Use in accordance with the definition of such term;

(g) immediately after giving effect to such issuance (other than in the case of the issuance of Subordinated Notes and/or Junior Mezzanine Notes only) and application of the proceeds thereof, the degree

of compliance with each Overcollateralization Test is maintained or improved (whether or not such Overcollateralization Test is satisfied);

(h) an opinion of tax counsel of nationally recognized standing in the United States experienced in such matters is delivered to the Issuer to the effect that (A) such additional issuance will not cause the holders of any Class of Notes outstanding at the time of issuance of the additional notes to recognize gain or loss pursuant to Section 1001 of the Code and (B) any additional notes of existing Classes of Secured Notes will have the same U.S. federal income tax debt characterization (and at the same comfort level) as outstanding Secured Notes of the same Class as in effect immediately before the time of issuance of the additional notes; *provided* that the opinion described in this clause (h)(B) will not be required with respect to any additional Secured Notes that bear a different CUSIP number (or equivalent identifier) from the Secured Notes of the same Class that are outstanding at the time of the additional issuance;

(i) any additional Secured Notes (x) will be issued in a manner that will allow the Issuer to accurately provide the information described in Treasury regulations section 1.1275-3(b)(1)(i) to the Holders of Secured Notes (including the additional notes) and (y) that are not fungible for U.S. federal income tax purposes with the outstanding Secured Notes of the same Class will be identified with separate CUSIP numbers; and

(j) an officer's certificate of the Issuer is delivered to the Trustee stating that the foregoing conditions (a) through (i) have been satisfied.

The use of such issuance proceeds as Principal Proceeds may have the effect of causing a Coverage Test that was otherwise failing to be cured or modifying the effect of events that would otherwise give rise to an Event of Default and permit the Controlling Class to exercise remedies under the Indenture. Such additional Notes of an existing Class may be offered at prices that differ from the applicable initial offering price.

Any additional Notes of any Class issued as described above will, to the extent reasonably practicable, be offered first to Holders of that Class in such amounts as are necessary to preserve their *pro rata* holdings of Notes of such Class; *provided* that any additional Junior Mezzanine Notes issued as described above will, to the extent reasonably practicable, be offered first to the Holders of the Subordinated Notes and any existing holders of Junior Mezzanine Notes in such amounts as are necessary to preserve their *pro rata* holdings of the Junior Mezzanine Notes and the Subordinated Notes on a combined basis. With respect to any additional Subordinated Notes or Junior Mezzanine Notes, if any such holder declines such offer in the preceding sentences, its portion of additional Subordinated Notes or Junior Mezzanine Notes will be offered to the holders of Subordinated Notes and/or Junior Mezzanine Notes that accept such offer as are necessary to preserve the *pro rata* holdings of Junior Mezzanine Notes and/or Subordinated Notes, collectively, of the accepting Holders (and which *pro rata* holdings of the accepting Holders will be determined by excluding the holdings of the declining Holders from such calculation). Any such offer to an existing Holder of Subordinated Notes or existing Junior Mezzanine Notes that has not been accepted within five Business Days after delivery of such offer by or on behalf of the Issuer shall be deemed a notice by such Holder that it declines to purchase additional notes.

For the avoidance of doubt, the fees and expenses associated with each additional issuance will be payable by the Issuer as Administrative Expenses and subject to the Priority of Payments.

Consolidation, Merger or Transfer of Assets

Except under the limited circumstances set forth in the Indenture, neither the Issuer nor the Co-Issuer may change its jurisdiction of incorporation or consolidate with or merge into, or transfer or convey all or substantially all of its assets to, any other corporation, partnership, trust or other person or entity. Holders of the Notes will be notified of any such transaction.

Petitions for Bankruptcy

The Indenture will provide that the holders of the Notes, the Trustee and the other Secured Parties may not seek to commence a bankruptcy proceeding against or cause the Issuer, the Co-Issuer or any Issuer Subsidiary to petition for bankruptcy until the payment in full of all Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year (or, if longer, the applicable preference period then in effect) *plus* one day, following such payment in full.

The Indenture will require (notwithstanding any provision in the Indenture relating to enforcement of rights or remedies) the Issuer, the Co-Issuer or any Issuer Subsidiary, as applicable, subject to the availability of funds as described in the immediately following two sentences, to promptly object to the institution of any such proceeding against it (other than an Approved Issuer Subsidiary Liquidation) and take all necessary or advisable steps to cause the dismissal of any such proceeding (including, without limiting the generality of the foregoing, to timely file an answer and any other appropriate pleading objecting to (i) the institution of any proceeding to have the Issuer, the Co-Issuer or any Issuer Subsidiary, as the case may be, adjudicated as bankrupt or insolvent or (ii) the filing of any petition seeking relief, reorganization, arrangement, adjustment or composition in respect of the Issuer, the Co-Issuer or any Issuer Subsidiary, as the case may be, under applicable bankruptcy law or any other applicable law). The costs and expenses (including, without limitation, fees and expenses of counsel to the Co-Issuers or any Issuer Subsidiary) incurred by the Co-Issuers or any Issuer Subsidiary in connection with their obligations described in the immediately preceding sentence ("**Petition Expenses**") will be payable as Administrative Expenses without regard to the Administrative Expense Cap up to an aggregate amount, for all Payment Dates (until the Notes are paid in full or until the Indenture is otherwise terminated, in which case it will equal zero), of U.S.$250,000 (such amount, the "**Petition Expense Amount**"). Any Petition Expenses in excess of the Petition Expense Amount will be payable as Administrative Expenses subject to the Administrative Expense Cap.

The Indenture will provide that the foregoing restrictions are a material inducement for each holder of Notes to acquire such Notes and for the Issuer, the Co-Issuer and the Collateral Manager to enter into the Indenture (in the case of the Issuer and the Co-Issuer) and the other applicable Transaction Documents and are an essential term of the Indenture. Any holder of Notes, any Issuer Subsidiary or either of the Co-Issuers may seek and obtain specific performance of such restrictions (including injunctive relief), including, without limitation, in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, or other proceedings under Jersey law, U.S. federal or state bankruptcy law or similar laws.

In the event one or more holders of Notes cause the filing of a petition in bankruptcy against the Issuer, the Co-Issuer or any Issuer Subsidiary prior to the expiration of such period, any claim that such holder(s) have against the Issuer, the Co-Issuer or any Issuer Subsidiary or with respect to any Assets (including any proceeds thereof) will, notwithstanding anything to the contrary in the Priority of Payments and notwithstanding any objection to, or rescission of, such filing, be fully subordinate in right of payment to the claims of each holder of any Note (and each other Secured Party) that does not seek to cause any such filing, with such subordination being effective until each Note held by each holder of any Note (and each claim of each other Secured Party) that does not seek to cause any such filing is paid in full in accordance with the Priority of Payments described herein (after giving effect to such subordination). The terms described in the immediately preceding sentence are referred to herein as the "**Bankruptcy Subordination Agreement**." The Bankruptcy Subordination Agreement will constitute a "subordination agreement" within the meaning of Section 510(a) of the U.S. Bankruptcy Code (Title 11 of the United States Code, as amended from time to time (or any successor statute)). The Trustee shall be entitled to rely upon an issuer order from the Issuer with respect to the payment of amounts payable to Holders, which amounts are subordinated pursuant to this paragraph.

Even though each holder will agree not to cause the filing of an involuntary petition in bankruptcy in relation to the Issuer, the Co-Issuer or any Issuer Subsidiary (and will agree to subordinate its claims with respect to the Issuer or the Co-Issuer and the Assets in the event it breaches such agreement) as described above, there is the possibility that a bankruptcy court may in the exercise of its equitable or other powers determine not to enforce such an agreement on the ground that such an agreement violates an essential policy underlying the U.S. Bankruptcy Code.

Satisfaction and Discharge of the Indenture

The Indenture will be discharged with respect to the Assets securing the Secured Notes upon (i) (x) delivery to the Trustee for cancellation of all of the Notes (or, in the case of any Uncertificated Notes, deregistration by the Trustee of all Uncertificated Notes), or, with certain exceptions (including the obligation to pay principal and interest), upon deposit with the Trustee of funds sufficient for the payment or redemption thereof and (y) the payment by the Co-Issuers of all other amounts due under the Indenture, or (ii) upon certification from the Issuer that all funds have been distributed (or have been deposited for such distribution) in accordance with the terms of the Indenture and no distributable Assets remain subject to the lien of the Indenture.

If at any time the sum of (i) Eligible Investments, (ii) cash and (iii) amounts reasonably expected to be received by the Issuer in cash during the current Collection Period (as certified to the Trustee by the Collateral Manager in its reasonable judgment) is less than the sum of Dissolution Expenses and any accrued and unpaid Administrative Expenses, then notwithstanding any other provision of the Indenture, the Issuer will no longer be required to incur Administrative Expenses as otherwise required by the Indenture to any Person other than the Trustee (or the Bank in any other capacity), the Collateral Administrator, the Administrator and their Affiliates, and the Collateral Manager, and failure to pay such amounts or provide or obtain such opinions, reports or services will not constitute an Event of Default under the Indenture, and the Trustee (or the Bank in any other capacity) will have no liability for any failure to obtain or receive any of the foregoing opinions, reports or services.

Trustee

State Street Bank and Trust Company will be the initial Trustee under the Indenture. The payment of the fees and expenses of the Trustee relating to the Notes is solely the obligation of the Co-Issuers and solely payable out of the Assets. The Trustee and/or its Affiliates may receive compensation in connection with the Trustee's investment of trust assets in certain Eligible Investments as provided in the Indenture. Eligible Investments may include investments for which the Trustee or an affiliate of the Trustee provides services and earns compensation. The Co-Issuers, the Collateral Manager and their Affiliates may maintain other banking, investment banking and similar relationships in the ordinary course of business with the Trustee or its Affiliates.

The Indenture contains provisions for the indemnification of the Trustee by the Issuer, payable solely out of the Assets, for any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust and the performance of its obligations. The Trustee may resign at any time by providing 30 days' notice. The Trustee may be removed at any time upon 30 days' notice (A) by an act of (i) a Majority of each Class of Secured Notes (voting separately by Class) or (ii) a Majority of the Subordinated Notes with the consent of the Collateral Manager or (B) at any time when an Event of Default has occurred and is continuing, by an act of a Majority of the Controlling Class, in each case delivered to the Trustee and to the Co-Issuers. No resignation or removal of the Trustee will become effective until the acceptance of the appointment of the successor Trustee. Unless the Trustee receives written notice of an error or omission related to disbursements on the Notes within 90 days following the Holders' receipt of the same, the Trustee will have no liability in connection with such error or omission and, absent direction by the requisite percentage of Holders entitled to direct the Trustee, no further obligation in connection therewith.

The Trustee will make certain reports with respect to the Collateral Obligations and any notices required to be delivered to holders of Notes in accordance with the Indenture available via its internet website. The Trustee's internet website will initially be located at MyStateStreet.com.[4] The Trustee will have the right to change the way such statements are distributed in order to make such distribution more convenient and/or more accessible to the above parties and the Trustee will provide timely and adequate notification to all above parties regarding any such changes. As a condition to access to the Trustee's internet website, the Trustee may require registration and the acceptance of a disclaimer. The Trustee will not be liable for the dissemination of information in accordance with the Indenture. The Trustee will be entitled to rely on but will not be responsible for the content or accuracy of any information provided in the information set forth in such reports and may affix thereto any disclaimer it deems appropriate in its reasonable discretion. The Trustee is authorized to, and will, make available to Intex Solutions, Inc., Bloomberg, Clarity Solutions Group LLC DBA KANERAI, Creditflux Ltd. and the Initial Purchaser certain reports and files, each Monthly Report and Distribution Report prepared under the Indenture, the Indenture, any supplemental indenture thereto and each offering circular relating to the Notes.

Form, Denomination and Registration of the Notes

The Secured Notes are being offered only (I) to, or for the account or benefit of, persons that are both (A) QIBs and (B) (i) Qualified Purchasers or (ii) entities owned exclusively by Qualified Purchasers and (II) to non-U.S. persons in Offshore Transactions in reliance on Regulation S. Each Secured Note sold to a Person that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Secured Note, is both a QIB and a Qualified Purchaser will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Rule 144A Global Secured Notes**") except that purchasers of Secured Notes may elect to have

[4] Such website is expressly not incorporated, in any way, as a part of this Offering Circular.

their Secured Notes issued in the form of one or more definitive, fully registered notes without coupons (each, a "**Certificated Secured Note**") or in uncertificated, fully registered form evidenced by entry in the Note Register (each, an "**Uncertificated Secured Note**"). The Secured Notes sold to non-U.S. persons in Offshore Transactions in reliance on Regulation S will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Regulation S Global Secured Notes**"). The Rule 144A Global Secured Notes and the Regulation S Global Secured Notes are referred to herein collectively as the "**Global Secured Notes**."

Each initial investor and subsequent transferee of a Certificated Secured Note or an Uncertificated Secured Note will be required to provide a purchaser representation letter in which it will be required to certify, and each initial investor and subsequent transferee of an interest in a Global Secured Note (except, in the case of the Initial Purchaser, as may be expressly agreed in writing between the Initial Purchaser and the Co-Issuers) will be deemed to represent, among other matters, as to its status under the Securities Act and the Investment Company Act and ERISA. Except for investors acquiring ERISA Restricted Notes on the Closing Date and providing a representation letter certifying as to its status as a Benefit Plan Investor or a Controlling Person, each investor in an ERISA Restricted Note in the form of a Global Note will be deemed to represent that it is not, and is not acting on behalf of (and will not be and will not be acting on behalf of) a Benefit Plan Investor or a Controlling Person.

The Subordinated Notes will be sold only to, or for the account or benefit of, (I) Persons that are both (i) QIBs or IAIs and (ii) Qualified Purchasers or entities owned exclusively by Qualified Purchasers and (II) to non-U.S. persons in Offshore Transactions in reliance on Regulation S. The Subordinated Notes sold to non-U.S. persons in Offshore Transactions in reliance on Regulation S will be issued in the form of one permanent global note in definitive, fully registered form without interest coupons (the "**Regulation S Global Subordinated Notes**"). The Subordinated Notes sold to Persons that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Subordinated Note, are both (A) QIBs and (B) (i) Qualified Purchasers or (ii) entities owned exclusively by Qualified Purchasers, will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Rule 144A Global Subordinated Notes**" and, together with the Regulation S Global Subordinated Notes, the "**Global Subordinated Notes**"). The Subordinated Notes sold to Persons that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Subordinated Note, are both (A) IAIs (but not QIBs) and (B) (i) Qualified Purchasers or (ii) entities owned exclusively by Qualified Purchasers, will be issued in the form of one or more definitive, fully registered notes without interest coupons ("**Certificated Subordinated Notes**") or in uncertificated, fully registered form evidenced by entry in the Note Register ("**Uncertificated Subordinated Notes**"). Additionally, any Person eligible to acquire Subordinated Notes relying on Rule 144A or Regulation S on the Closing Date may, upon request to the Issuer, purchase Subordinated Notes at closing in the form of Certificated Subordinated Notes or Uncertificated Subordinated Notes.

Each initial investor and subsequent transferee of a Certificated Subordinated Note or Uncertificated Subordinated Note and each initial investor in a Global Subordinated Note will be required to provide a purchaser representation letter in which it will be required to certify, and each subsequent transferee of an interest in a Global Subordinated Note will be deemed to represent, among other matters, as to its status under the Securities Act, the Investment Company Act and ERISA.

The Global Notes will be deposited with the Trustee, as custodian for, and registered in the name of Cede & Co., a nominee of DTC.

A beneficial interest in a Regulation S Global Secured Note, Uncertificated Secured Note or Certificated Secured Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding Rule 144A Global Secured Note only upon compliance with the applicable DTC procedures and receipt by the Trustee of a written certification from the transferor in the form required by the Indenture to the effect that such transfer is being made to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. A beneficial interest in a Rule 144A Global Secured Note, a Certificated Secured Note or an Uncertificated Secured Note may be transferred to a Person who takes delivery in the form of an interest in a Regulation S Global Secured Note only upon compliance with the applicable DTC procedures and receipt by the Trustee of a written certification from the transferor in the form required by the Indenture to the effect that such transfer is being made in accordance with Regulation S under the Securities Act. A beneficial interest in a Regulation S Global Secured Note, Rule 144A Global Secured Note, Certificated Secured Note or Uncertificated Secured Note may be transferred to a Person who takes delivery in the form of an interest in a Certificated Secured Note or an

Uncertificated Secured Note only upon compliance with the applicable DTC procedures and receipt by the Trustee of (A) a certificate substantially in the form of Annex A-3 attached hereto and (B) in the case of the Issuer-Only Secured Notes, a certificate substantially in the form of Annex A-2 attached hereto.

A beneficial interest in a Rule 144A Global Subordinated Note, Regulation S Global Subordinated Note, a Certificated Subordinated Note or an Uncertificated Subordinated Note may be transferred to a Person who takes delivery in the form of an interest in a Certificated Subordinated Note or an Uncertificated Subordinated Note only upon compliance, if applicable, with the applicable DTC procedures and receipt by the Trustee of certificates substantially in the form of Annex A-1 and Annex A-2 attached hereto executed by the transferee. A beneficial interest in a Rule 144A Global Subordinated Note, a Certificated Subordinated Note or an Uncertificated Subordinated Note may be transferred to a Person who takes delivery in the form of an interest in a Regulation S Global Subordinated Note only upon compliance, if applicable, with the applicable DTC procedures and receipt by the Trustee of a written certification from the transferor in the form required by the Indenture to the effect that such transfer is being made in accordance with Regulation S. A beneficial interest in a Regulation S Global Subordinated Note, a Certificated Subordinated Note or an Uncertificated Subordinated Note may be transferred to a Person who takes delivery in the form of a Rule 144A Global Subordinated Note only upon receipt by the Trustee of a written certification from the transferor in the form required by the Indenture to the effect that such transfer is being made to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A under the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In addition to all of the foregoing, any transfer of a Certificated Note shall require the transferor to deliver to the Trustee such Certificated Note together with an interest transfer form prescribed by the Indenture executed by the transferor.

Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

No transfer of any Class E Note or Subordinated Note (or any interest therein) will be effective if after giving effect to such transfer 25% or more of the total value of the Class E Notes or the Subordinated Notes, as applicable, would be held by Persons who have represented that they are Benefit Plan Investors, disregarding Class E Notes or Subordinated Notes, as applicable, held by Controlling Persons.

No service charge will be made for any registration of transfer or exchange of Notes but the Co-Issuers, the Note Registrar, the Trustee or the Transfer Agent may require payment of a sum sufficient to cover any transfer, tax or other governmental charge payable in connection therewith. The Note Registrar or the Trustee will be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signatures of the transferor and transferee.

The registered owner of the relevant Global Note will be the only Person entitled to receive payments in respect of the Notes represented thereby, and the Co-Issuers or the Issuer, as applicable, will be discharged by payment to, or to the order of, the registered owner of such Global Note in respect of each amount so paid. No Person other than the registered owner of the relevant Global Note will have any claim against the Co-Issuers or the Issuer, as applicable, in respect of any payment due on that Global Note. Account holders or participants in DTC, Euroclear and Clearstream will have no rights under the Indenture with respect to Global Notes held on their behalf by the Trustee as custodian for DTC, and DTC may be treated by the Co-Issuers, the Trustee and any agent of the Co-Issuers or the Trustee as the holder of Global Notes for all purposes whatsoever.

Except for Notes elected to be issued as Certificated Notes or Uncertificated Notes or in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive definitive physical Notes, and will not be considered "holders" of Notes under the Indenture or the Notes. If DTC notifies the Co-Issuers that it is unwilling or unable to continue as depositary for Global Secured Notes of any Class or Classes, the Global Subordinated Notes or ceases to be a "clearing agency" registered under the Exchange Act and a successor depositary or custodian is not appointed by the Co-Issuers within 90 days after receiving such notice (a "**Depository Event**"), the Co-Issuers will issue or cause to be issued, Notes of such Class or Classes in the form of definitive physical certificates in exchange for the applicable Global

Notes to the beneficial owners of such Global Notes in the manner set forth in the Indenture. In addition, the owner of a beneficial interest in a Global Note will be entitled to receive a definitive physical Note in exchange for such interest if an Event of Default has occurred and is continuing. If definitive physical certificates are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners will be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Indenture (but only to the extent of such beneficial owner's interest in the Global Note) as if definitive physical Notes had been issued; *provided* that the Trustee will be entitled to rely upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. If definitive physical Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Trustee by DTC, and the Co-Issuers or Issuer, as applicable, will execute and the Trustee will upon issuer order authenticate and deliver an equal Aggregate Outstanding Amount of definitive physical Notes. In addition, the beneficial owners of interest in Global Notes may provide (and the Trustee may receive and rely on) consents to the Trustee that the holders of a Global Note would be entitled to provide in accordance with the Indenture (but only to the extent of such beneficial owner's interest in such Global Note).

Certificated Notes, Uncertificated Notes and interests in Global Notes will be subject to certain restrictions on transfer set forth therein and in the Indenture and the Notes will bear the restrictive legend set forth under "*Transfer Restrictions*."

The Notes of each Class will be issued in at least the Minimum Denominations applicable to such Class.

The Subordinated Notes

The following summary, together with the preceding summary of certain principal terms of the Indenture, describes certain provisions of the Subordinated Notes, but does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Indenture.

Status and Ranking

The Subordinated Notes will be unsecured, subordinated, non-recourse obligations issued by the Issuer under the Indenture. The Subordinated Notes will be fully subordinated to the Secured Notes and to the payment of all other amounts payable in accordance with the Priority of Payments. The Subordinated Notes will not be secured by the Assets or any pledge of the Assets but, under the terms of the Indenture, the Trustee will pay to the holders of the Subordinated Notes amounts available pursuant to the Priority of Payments. To the extent that following realization of the Assets, these amounts are insufficient to repay the principal amount of the Subordinated Notes or to make distributions thereon, no other funds will be available to make such payments.

Distributions on the Subordinated Notes

On the Stated Maturity of the Subordinated Notes, the Trustee will pay the net proceeds from the liquidation of the Assets and all available cash (but only after the payment of (or establishment of a reserve for) all Administrative Expenses (in the same manner and order of priority stated in the definition thereof), Management Fees and interest and principal on the Secured Notes) to the holders of the Subordinated Notes in final payment of such Subordinated Notes, unless such Subordinated Notes were previously redeemed or repaid prior thereto as described herein. To the extent funds are available for such purpose under the Indenture as described above, payments will be made to the holders of the Subordinated Notes on each Payment Date, or in connection with any optional or mandatory redemption of the Subordinated Notes as set forth below. The redemption amount paid to the Subordinated Notes on their Stated Maturity or on any optional or mandatory redemption will exclude any amount required to establish adequate reserves necessary to meet any and all contingent, unliquidated liabilities or obligations of the Issuer, if, and only to the extent, required by the law of Jersey and will exclude an amount necessary to make a payment to the holders of the ordinary shares of the Issuer equal to U.S.$1.00 per ordinary share of the Issuer.

Payments on the Subordinated Notes will be made by the Trustee to the Person in whose name the Subordinated Note is registered on the applicable Record Date in the same manner as payments are made to the holders of the Secured Notes as described under "*Description of the Notes—Entitlement to Payments*" and any unclaimed payments will be subject to the terms described under "*Description of the Notes—Entitlement to Payments—Prescription*."

Mandatory Redemption

The Subordinated Notes will be fully redeemed on the applicable Stated Maturity indicated in "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*" unless previously redeemed as described herein. The average life of the Subordinated Notes is expected to be less than the number of years until their Stated Maturity. See "*Risk Factors—Relating to the Notes—Average Life and Prepayment Considerations.*"

Optional Redemption

The Subordinated Notes will be redeemed by the Issuer, in whole but not in part, on any Redemption Date on or after the date on which all of the Secured Notes have been redeemed or repaid, from the proceeds of the Assets remaining after giving effect to redemption or repayment of the Secured Notes and payment in full of all expenses of the Co-Issuers, at the direction of a Majority of the Subordinated Notes, which direction may be given in connection with a direction to redeem the Secured Notes or at any time after the Secured Notes have been redeemed or repaid in full. The Redemption Price payable to each holder of the Subordinated Notes will be its proportionate share of the proceeds of the Collateral Obligations, Eligible Investments and other distributable Assets remaining after the payments described above.

Voting

Holders of the Subordinated Notes will have no voting rights except as set forth in the Indenture, the Collateral Management Agreement or the other Transaction Documents, as described herein. A Majority of the Subordinated Notes will be able to direct a redemption of the Secured Notes and/or the Subordinated Notes under certain circumstances pursuant to the Indenture as described herein. A Majority of the Subordinated Notes may approve an amendment of the Indenture to effect the issuance of Junior Mezzanine Notes and/or additional Notes of any existing Class under certain circumstances described herein. See "*Description of the Notes—Optional Redemption, Clean-Up Optional Redemption and Tax Redemption*," "*Description of the Notes—Modification of Indenture*" and "*Description of the Notes—Additional Issuance*."

No Gross-Up

All payments on the Notes will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by any applicable law (including FATCA), as modified by the practice of any relevant governmental revenue authority, then in effect. If the Issuer is so required to deduct or withhold, then neither the Issuer nor the Co-Issuer will be obligated to pay any additional amounts in respect of such withholding or deduction.

Compliance with Rule 17g-5 and 17g-10

To enable the Rating Agencies to comply with Rule 17g-5 of the Exchange Act, the Issuer has agreed with each Rating Agency to the effect that it will post or cause to be posted on a password-protected internet website, at the same time such information is provided to such Rating Agency, all information the Issuer provides or causes to be provided to such Rating Agency for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes. The Issuer has arranged to provide access to the website to other NRSROs that provide the Issuer with the certification required by Rule 17g-5. As a result, an NRSRO other than the Rating Agencies may issue ratings on the Notes, which may be lower, and could be significantly lower, than the ratings assigned by the Rating Agencies. See "*Risk Factors—Relating to the Notes—Potential for Unsolicited Ratings.*"

In addition, Rule 17g-10 of the Exchange Act requires parties that perform "due diligence services" (as defined in such rule) relating to the Collateral Obligations to provide a written certification to NRSROs relating to the diligence services provided and the applicable findings and conclusions. Such certification will be contained on United States Securities and Exchange Commission Form ABS Due Diligence-15E. Pursuant to Rule 17g-5 and the Indenture, the Issuer will be required to cause such form to be posted on the Rule 17g-5 website. Rule 17g-10 may be applicable to certain reports prepared by the independent accountants appointed by the Issuer.

RATINGS OF THE SECURED NOTES

The Secured Notes

It is a condition of the issuance of the Notes that the Secured Notes receive from the applicable Rating Agency the minimum rating indicated under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*." In addition, a rating agency not hired by the Issuer to rate the transaction may provide an unsolicited rating that differs from (or is lower than) the ratings provided by either Rating Agency. A security rating is not a recommendation to buy, sell or hold securities and is subject to withdrawal at any time. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by the assigning Rating Agency if in its judgment circumstances in the future so warrant. See "*Risk Factors—Relating to the Notes—Potential for Unsolicited Ratings*."

The ratings of the Secured Notes address the likelihood of full and ultimate payment to holders of the Secured Notes of all distributions of stated interest and the ultimate payment in full of the principal amount of each such Class not later than its respective Stated Maturity date. The ratings assigned to the Secured Notes of each Class rated by a Rating Agency are based upon its assessment of the probability that the Collateral Obligations will provide sufficient funds to pay the Secured Notes of such Class (based upon the Interest Rate and principal balance or face amount, as applicable, of such Class), based largely upon the applicable Rating Agency's statistical analysis of historical default rates on debt securities with various ratings, the terms of the Indenture, the asset and interest coverage required for the Secured Notes (which is achieved through the subordination of the Subordinated Notes and certain Classes of Secured Notes as described herein), and the Concentration Limitations and the Collateral Quality Test.

In addition to their respective quantitative tests, the ratings of each Rating Agency take into account qualitative features of a transaction, including the legal structure and the risks associated with such structure, the applicable Rating Agency's view as to the quality of the participants in the transaction and other factors that it deems relevant.

No rating of the Subordinated Notes will be sought in connection with the issuance thereof.

SECURITY FOR THE SECURED NOTES

The "**Assets**" will consist of, and the Issuer will grant to the Trustee a perfected security interest for the benefit of the Secured Parties in:

(a) the Collateral Obligations and Restructured Obligations that the Issuer causes to be delivered to the Trustee (directly or through an intermediary or bailee) pursuant to the Indenture and all payments thereon or with respect thereto, and all Collateral Obligations which are delivered to the Trustee on the Closing Date and in the future pursuant to the terms of the Indenture and all payments thereon or with respect thereto;

(b) the Issuer's interest in each of the Accounts, and any Eligible Investments purchased with funds on deposit in any of the Accounts, and all income from the investment of funds therein;

(c) any Equity Securities and Specified Equity Securities received by the Issuer or an Issuer Subsidiary, the Issuer's ownership interest in and rights in all assets owned by any Issuer Subsidiary and the Issuer's rights under any agreement with any Issuer Subsidiary;

(d) the Issuer's rights under the Collateral Management Agreement, any Hedge Agreements (*provided*, that there is no such grant to the Trustee on behalf of any Hedge Agreement counterparty in respect of its related Hedge Agreement), the Collateral Administration Agreement and the Risk Retention Letter;

(e) all cash or money delivered to the Trustee (or its bailee) for the benefit of the Secured Parties;

(f) all accounts, chattel paper, deposit accounts, financial assets, general intangibles, payment intangibles, instruments, investment property, goods, letter-of-credit rights, money, documents, commercial tort claims and other supporting obligations relating to the foregoing;

(g) any other property otherwise delivered to the Trustee by or on behalf of the Issuer (including any other securities or investments not listed above and whether or not constituting Collateral Obligations or Eligible Investments);

(h) all of the Issuer's interests in any Issuer Subsidiary; and

(i) all proceeds with respect to the foregoing;

provided that such grants will not include the U.S.$250 transaction fee paid to the Issuer in consideration of the issuance of the Notes, the funds attributable to the issuance and allotment of the Issuer's ordinary shares or any bank account in which such funds are deposited (or any interest thereon), the shares of the Co-Issuer, or any assets of the Co-Issuer.

Collateral Obligations

It is anticipated that the Issuer will have completed the purchase of at least 95% (by principal amount) of the Target Initial Par Amount of Collateral Obligations on the Closing Date.

It is not expected that the Concentration Limitations will be satisfied as of the Closing Date. It is expected, however, (but there can be no assurance) that the Concentration Limitations, the Collateral Quality Test and all of the Coverage Tests will be satisfied on or before the Effective Date (or, in the case of the Interest Coverage Test, on or before the Determination Date occurring immediately prior to the second Payment Date).

An obligation meeting the standards set forth below that is pledged by the Issuer to the Trustee will constitute a "**Collateral Obligation**." An obligation will be eligible for purchase by the Issuer and will be eligible to be pledged by the Issuer to the Trustee as a Collateral Obligation if it is a Senior Secured Loan, Second Lien Loan or Unsecured Loan (in each case including, but not limited to, interests in bank loans acquired by way of a purchase or assignment) or a Permitted Debt Security or, in each case, a Participation Interest therein, that as of the trade date of acquisition by the Issuer:

(i) is U.S. Dollar denominated and is neither convertible by the obligor thereon or the issuer thereof into, nor payable in, any other currency;

(ii) is not (A) a Defaulted Obligation or (B) a Credit Risk Obligation, unless, in either case, it is being acquired through a Bankruptcy Exchange;

(iii) is not a lease or a finance lease;

(iv) (A) is not an Interest Only Security and (B) is not a Deferrable Obligation;

(v) provides (in the case of a Delayed Drawdown Collateral Obligation or a Revolving Collateral Obligation, with respect to amounts drawn thereunder) for a fixed amount of principal payable in cash on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortization or prepayment at a price of less than par;

(vi) does not constitute Margin Stock;

(vii) gives rise only to payments that are not subject to withholding tax except for (A) U.S. withholding taxes imposed on commitment fees, amendment fees, waiver fees, consent fees, extension fees, or similar fees, (B) withholding taxes imposed under FATCA or (C) withholding taxes in respect of which the obligor or issuer must make additional "gross-up" payments to the Issuer that cover the full amount of any such withholding taxes;

(viii) unless acquired in connection with a Bankruptcy Exchange, has a Moody's Rating, an S&P Rating and a Fitch Rating (in each case, other than with respect to any DIP Collateral Obligation);

(ix) is not a debt obligation whose repayment is subject to substantial non-credit related risk as determined by the Collateral Manager;

(x) except for Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations, is not an obligation pursuant to which any future advances or payments to the borrower or the obligor thereof may be required to be made by the Issuer;

(xi) does not have an "sf" subscript assigned by Moody's or an "f," "p," "pi," "sf" or "t" subscript assigned by S&P;

(xii) is not (A) a Related Obligation, (B) a Zero Coupon Obligation, (C) a Small Obligor Loan or (D) a Structured Finance Obligation;

(xiii) will not require the Issuer, the Co-Issuer or the pool of Assets to be registered as an investment company under the Investment Company Act;

(xiv) (A) is not, by its terms, convertible into or exchangeable for an Equity Security at any time over its life, (B) is not attached with a warrant to purchase Equity Securities and (C) is not an Equity Security;

(xv) is not the subject of a pending tender offer, voluntary redemption, exchange offer, conversion or other similar action;

(xvi) unless it is being acquired through a Bankruptcy Exchange, does not have a Moody's Default Probability Rating that is below "Caa3" or an S&P Rating that is below "CCC-";

(xvii) is not a Long-Dated Obligation;

(xviii) if a Floating Rate Obligation, accrues interest at a floating rate determined by reference to (A) the Dollar prime rate, federal funds rate, the London interbank offered rate, SOFR or the Benchmark or (B) a similar interbank offered rate, commercial deposit rate or any other index in respect of which notice has been provided to the Rating Agencies;

(xix) is Registered;

(xx) is not a Synthetic Security;

(xxi) does not pay interest less frequently than semi-annually;

(xxii) does not include or support a letter of credit;

(xxiii) is issued by an obligor that is not a natural person and that is Domiciled in the United States, Canada, a Group I Country, a Group II Country, a Group III Country or a Tax Jurisdiction;

(xxiv) is not issued by a sovereign, or by a corporate issuer or obligor located in a country, which sovereign or country on the date on which the obligation is acquired by the Issuer imposed foreign exchange controls that effectively limit the availability or use of U.S. Dollars to make when due the scheduled payments of principal thereof and interest thereon;

(xxv) is not subject to a security lending agreement;

(xxvi) is purchased at a price no less than 60% of par (the criterion in this clause (xxvi), the "**Minimum Price Requirement**");

(xxvii) is not a commodity forward contract; and

(xxviii) is not an ESG Prohibited Collateral Obligation.

For the avoidance of doubt, any Restructured Obligation designated as a Collateral Obligation by the Collateral Manager in accordance with the terms specified in the definition of the term "Restructured Obligation" will constitute a Collateral Obligation (and not a Restructured Obligation) following such designation.

The composition of the Collateral Obligations and other Assets will change over time as a result of (i) scheduled and unscheduled principal payments on the Collateral Obligations and (ii) subject to the limitations described under "*—Sales of Assets; Purchase of Additional Assets and Investment Criteria*," during and after the Reinvestment Period, the acquisition of additional Collateral Obligations, Restructured Obligations, sales of Assets and reinvestment of Sale Proceeds and other Principal Proceeds.

The Concentration Limitations

In connection with any investment in Collateral Obligations on and after the Effective Date, the Collateral Obligations in the aggregate are required to comply with all of the requirements of the Concentration Limitations set forth under "*Summary of Terms—Concentration Limitations*" or, if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved as a result of such reinvestment as described in the Investment Criteria. See "*—Assumptions as to Assets*" below for a description of the assumptions applicable to the determination of satisfaction of the Concentration Limitations.

The Collateral Quality Test

On any date of determination on and after the Effective Date, the Collateral Obligations in the aggregate are required to comply with all of the requirements of the Collateral Quality Test set forth under "*Summary of Terms—Collateral Quality Test*" or, except in certain circumstances as described in the Investment Criteria, if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved as described in the Investment Criteria. Measurement of the degree of compliance with the Collateral Quality Test will be required on every Measurement Date on and after the Effective Date. See "*—Assumptions as to Assets*" for a description of the assumptions applicable to the determination of satisfaction of the Collateral Quality Test.

Minimum Spread Test

The "**Minimum Spread Test**" will be satisfied on any date of determination if the Weighted Average Spread *plus* the Excess Weighted Average Coupon equals or exceeds the Minimum Spread.

The "**Weighted Average Spread**" as of any Measurement Date, is the number obtained by *dividing*:

(a) the amount equal to (i) the Aggregate Funded Spread *plus* (ii) the Aggregate Unfunded Spread *plus* (iii) the Aggregate Excess Funded Spread; *by*

(b) an amount equal to the Aggregate Principal Balance of all Floating Rate Obligations as of such Measurement Date, in each case, excluding (A) any Defaulted Obligation and (B) any Deferrable Obligation to the extent of any non-cash interest.

"**Excess Weighted Average Coupon**" means a percentage equal as of any date of determination to a number obtained by *multiplying* (a) the excess, if any, of the Weighted Average Coupon *over* the Minimum Coupon *by* (b) the number obtained, including for this purpose any capitalized interest, by *dividing* the Aggregate Principal Balance of all Fixed Rate Obligations *by* the Aggregate Principal Balance of all Floating Rate Obligations.

The "**Aggregate Funded Spread**" is, as of any Measurement Date, the sum of:

(a) in the case of each Floating Rate Obligation (excluding (w) any Defaulted Obligation, (x) any Deferrable Obligation to the extent of any non-cash interest, (y) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation and (z) any Reference Rate Floor Obligation) that bears interest at a spread over a Benchmark based index, (i) the stated interest rate spread on such Collateral Obligation above such index *multiplied by* (ii) the Principal Balance of such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation);

(b) in the case of each Floating Rate Obligation (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation) that bears interest at a spread over an index other than a Benchmark based index, (i) the excess of the sum of such spread and such index (or, if greater, the specified "floor" rate in the case of a Reference Rate Floor Obligation) over the Benchmark as of the immediately preceding Interest Determination Date (which spread or excess may be expressed as a negative percentage) *multiplied by* (ii) the Principal Balance of each such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation); and

(c) in the case of each Reference Rate Floor Obligation that bears interest at a spread over a Benchmark based index (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation), (i) the sum of (A) the stated interest rate spread over the reference rate for such Reference Rate Floor Obligation *plus* (B) the excess (if any) of (x) the specified "floor" rate over (y) the Benchmark as of the immediately preceding Interest Determination Date *multiplied by* (ii) the Principal Balance of each such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation);

provided that (i) the interest rate spread with respect to any Step-Up Obligation will be the then-current interest rate spread and (ii) the interest rate spread with respect to any Step-Down Obligation shall be the lowest interest rate spread payable at any time (excluding decreases that are conditioned upon an improvement in the creditworthiness of the obligor or changes in a pricing grid or based on improvements in financial ratios).

The "**Aggregate Unfunded Spread**" is, as of any Measurement Date, the sum of the products obtained by *multiplying* (i) for each Delayed Drawdown Collateral Obligation and Revolving Collateral Obligation (other than Defaulted Obligations), the related commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Obligation and Revolving Collateral Obligation as of such date.

The "**Aggregate Excess Funded Spread**" is, as of any Measurement Date, the amount obtained by multiplying: (a) the amount equal to the Benchmark applicable to the Floating Rate Notes during the Interest Accrual Period in which such Measurement Date occurs; by (b) the amount (not less than zero) equal to (i) the Aggregate Principal

Balance of the Collateral Obligations (excluding (x) any Defaulted Obligation and (y) any Deferrable Obligation to the extent of any non-cash interest) as of such Measurement Date minus (ii) the Reinvestment Target Par Balance.

Minimum Coupon Test

The "**Minimum Coupon Test**" will be satisfied on any date of determination if (A) none of the Collateral Obligations are Fixed Rate Obligations or (B) otherwise, the Weighted Average Coupon *plus* the Excess Weighted Average Spread equals or exceeds the Minimum Coupon.

"**Excess Weighted Average Spread**" means a percentage equal as of any date of determination to a number obtained by *multiplying* (a) the excess, if any, of the Weighted Average Spread over the Minimum Spread *by* (b) the number obtained, including for this purpose any capitalized interest, by *dividing* the Aggregate Principal Balance of all Floating Rate Obligations *by* the Aggregate Principal Balance of all Fixed Rate Obligations.

The "**Weighted Average Coupon**" is, as of any Measurement Date, the number obtained by *dividing* (a) the Aggregate Coupon by (b) the lesser of (i) the Aggregate Principal Balance of all Fixed Rate Obligations as of such Measurement Date, excluding (1) any Defaulted Obligation and (2) any Deferrable Obligation to the extent of any non-cash interest and (ii) the positive difference (if any) between the Reinvestment Target Par Balance minus the Aggregate Principal Balance of all Floating Rate Obligations.

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of the products obtained by *multiplying*, in the case of each Fixed Rate Obligation (excluding (x) any Defaulted Obligation, (y) any Deferrable Obligation to the extent of any non-cash interest and (z) the unfunded portion of any Delayed Drawdown Collateral Obligation and any Revolving Collateral Obligation), (a) the stated coupon on such Collateral Obligation *by* (b) the Principal Balance of such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation); *provided* that (i) the coupon with respect to any Step-Up Obligation will be the then-current coupon and (ii) the coupon with respect to any Step-Down Obligation will be the lowest coupon payable at any time (excluding decreases that are conditioned upon an improvement in the creditworthiness of the issuer or obligor of such Step-Down Obligation or changes in a pricing grid or based on improvements in financial ratios).

Maximum Moody's Rating Factor Test

The "**Maximum Moody's Rating Factor Test**" will be satisfied on any date of determination if the Adjusted Weighted Average Moody's Rating Factor of the Collateral Obligations is lower than or equal to the lesser of (x) the sum of (i) the number set forth in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix at the intersection of the applicable Matrix Case chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture *plus* (ii) the Moody's Weighted Average Recovery Adjustment and (y) 3300.

The "**Weighted Average Moody's Rating Factor**" is the number (*rounded up* to the nearest whole number) determined by:

(a) *summing* the products of (i) the Principal Balance of each Collateral Obligation (excluding Defaulted Obligations, Equity Securities and Current Pay Obligations) *multiplied by* (ii) the Moody's Rating Factor of such Collateral Obligation (as described below); and

(b) *dividing* such sum *by* the outstanding Principal Balance of all such Collateral Obligations.

The "**Moody's Rating Factor**" relating to any Collateral Obligation is the number set forth in the table below opposite the Moody's Default Probability Rating (as described in Annex B) of such Collateral Obligation.

Moody's Default Probability Rating	Moody's Rating Factor	Moody's Default Probability Rating	Moody's Rating Factor
Aaa	1	Ba1	940
Aa1	10	Ba2	1,350
Aa2	20	Ba3	1,766
Aa3	40	B1	2,220

Moody's Default Probability Rating	Moody's Rating Factor	Moody's Default Probability Rating	Moody's Rating Factor
A1	70	B2	2,720
A2	120	B3	3,490
A3	180	Caa1	4,770
Baa1	260	Caa2	6,500
Baa2	360	Caa3	8,070
Baa3	610	Ca or lower	10,000

Moody's Diversity Test

The "**Moody's Diversity Test**" will be satisfied on any date of determination if the Diversity Score (rounded up to the nearest whole number) equals or exceeds the greater of (x) the number set forth in the column entitled "Minimum Diversity Score" in the Minimum Diversity Score/Maximum Rating/Minimum Spread Matrix set forth under "*Summary of Terms—Collateral Quality Test*" based upon the applicable Matrix Case chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns, as applicable) in accordance with the Indenture and (y) 60.

For purposes of the Moody's Diversity Test, the Diversity Score (the "**Diversity Score**") is a single number that indicates collateral concentration in terms of both issuer and industry concentration. A higher Diversity Score reflects a more diverse portfolio in terms of issuer and industry concentration. The Diversity Score is calculated as follows:

(i) An "**Issuer Par Amount**" is calculated for each issuer of a Collateral Obligation, and is equal to the Aggregate Principal Balance of all Collateral Obligations issued by that issuer and all Affiliates.

(ii) An "**Average Par Amount**" is calculated by *summing* the Issuer Par Amounts for all issuers, and *dividing by* the number of issuers.

(iii) An "**Equivalent Unit Score**" is calculated for each issuer, and is equal to the lesser of (x) one and (y) the Issuer Par Amount for such issuer *divided by* the Average Par Amount.

(iv) An "**Aggregate Industry Equivalent Unit Score**" is then calculated for each of the Moody's industry classification groups and is equal to the sum of the Equivalent Unit Scores for each issuer in such industry classification group.

(v) An "**Industry Diversity Score**" is then established for each Moody's industry classification groups by reference to the following table for the related Aggregate Industry Equivalent Unit Score; *provided* that, if any Aggregate Industry Equivalent Unit Score falls between any two such scores, the applicable Industry Diversity Score will be the lower of the two Industry Diversity Scores:

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
0.0000	0.0000	5.0500	2.7000	10.1500	4.0200	15.2500	4.5300
0.0500	0.1000	5.1500	2.7333	10.2500	4.0300	15.3500	4.5400
0.1500	0.2000	5.2500	2.7667	10.3500	4.0400	15.4500	4.5500
0.2500	0.3000	5.3500	2.8000	10.4500	4.0500	15.5500	4.5600
0.3500	0.4000	5.4500	2.8333	10.5500	4.0600	15.6500	4.5700
0.4500	0.5000	5.5500	2.8667	10.6500	4.0700	15.7500	4.5800
0.5500	0.6000	5.6500	2.9000	10.7500	4.0800	15.8500	4.5900
0.6500	0.7000	5.7500	2.9333	10.8500	4.0900	15.9500	4.6000
0.7500	0.8000	5.8500	2.9667	10.9500	4.1000	16.0500	4.6100
0.8500	0.9000	5.9500	3.0000	11.0500	4.1100	16.1500	4.6200
0.9500	1.0000	6.0500	3.0250	11.1500	4.1200	16.2500	4.6300

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
1.0500	1.0500	6.1500	3.0500	11.2500	4.1300	16.3500	4.6400
1.1500	1.1000	6.2500	3.0750	11.3500	4.1400	16.4500	4.6500
1.2500	1.1500	6.3500	3.1000	11.4500	4.1500	16.5500	4.6600
1.3500	1.2000	6.4500	3.1250	11.5500	4.1600	16.6500	4.6700
1.4500	1.2500	6.5500	3.1500	11.6500	4.1700	16.7500	4.6800
1.5500	1.3000	6.6500	3.1750	11.7500	4.1800	16.8500	4.6900
1.6500	1.3500	6.7500	3.2000	11.8500	4.1900	16.9500	4.7000
1.7500	1.4000	6.8500	3.2250	11.9500	4.2000	17.0500	4.7100
1.8500	1.4500	6.9500	3.2500	12.0500	4.2100	17.1500	4.7200
1.9500	1.5000	7.0500	3.2750	12.1500	4.2200	17.2500	4.7300
2.0500	1.5500	7.1500	3.3000	12.2500	4.2300	17.3500	4.7400
2.1500	1.6000	7.2500	3.3250	12.3500	4.2400	17.4500	4.7500
2.2500	1.6500	7.3500	3.3500	12.4500	4.2500	17.5500	4.7600
2.3500	1.7000	7.4500	3.3750	12.5500	4.2600	17.6500	4.7700
2.4500	1.7500	7.5500	3.4000	12.6500	4.2700	17.7500	4.7800
2.5500	1.8000	7.6500	3.4250	12.7500	4.2800	17.8500	4.7900
2.6500	1.8500	7.7500	3.4500	12.8500	4.2900	17.9500	4.8000
2.7500	1.9000	7.8500	3.4750	12.9500	4.3000	18.0500	4.8100
2.8500	1.9500	7.9500	3.5000	13.0500	4.3100	18.1500	4.8200
2.9500	2.0000	8.0500	3.5250	13.1500	4.3200	18.2500	4.8300
3.0500	2.0333	8.1500	3.5500	13.2500	4.3300	18.3500	4.8400
3.1500	2.0667	8.2500	3.5750	13.3500	4.3400	18.4500	4.8500
3.2500	2.1000	8.3500	3.6000	13.4500	4.3500	18.5500	4.8600
3.3500	2.1333	8.4500	3.6250	13.5500	4.3600	18.6500	4.8700
3.4500	2.1667	8.5500	3.6500	13.6500	4.3700	18.7500	4.8800
3.5500	2.2000	8.6500	3.6750	13.7500	4.3800	18.8500	4.8900
3.6500	2.2333	8.7500	3.7000	13.8500	4.3900	18.9500	4.9000
3.7500	2.2667	8.8500	3.7250	13.9500	4.4000	19.0500	4.9100
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
4.4500	2.5000	9.5500	3.9000	14.6500	4.4700	19.7500	4.9800
4.5500	2.5333	9.6500	3.9250	14.7500	4.4800	19.8500	4.9900
4.6500	2.5667	9.7500	3.9500	14.8500	4.4900	19.9500	5.0000
4.7500	2.6000	9.8500	3.9750	14.9500	4.5000		
4.8500	2.6333	9.9500	4.0000	15.0500	4.5100		
4.9500	2.6667	10.0500	4.0100	15.1500	4.5200		

(vi) The Diversity Score is then calculated by *summing* each of the Industry Diversity Scores for each Moody's industry classification group.

For purposes of calculating the Diversity Score, affiliated issuers in the same industry are deemed to be a single issuer except as otherwise agreed to by Moody's.

Minimum Weighted Average Moody's Recovery Rate Test

The "**Minimum Weighted Average Moody's Recovery Rate Test**" will be satisfied on any date of determination if the Weighted Average Moody's Recovery Rate equals or exceeds 43%.

The "**Weighted Average Moody's Recovery Rate**" is, as of any date of determination, the number, expressed as a percentage, obtained by *summing* the product of the Moody's Recovery Rate on such Measurement Date of each Collateral Obligation (excluding any Defaulted Obligations) and the Principal Balance of such Collateral Obligation, *dividing* such sum *by* the Aggregate Principal Balance of all such Collateral Obligations and *rounding up* to the first decimal place.

The "**Moody's Recovery Rate**" is, with respect to any Collateral Obligation, as of any date of determination, the recovery rate determined in accordance with the following, in the following order of priority:

(a) if the Collateral Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of an estimated rating), such recovery rate;

(b) if the preceding clause does not apply to the Collateral Obligation and the Collateral Obligation is not a DIP Collateral Obligation, the rate determined pursuant to the table below based on the number of rating subcategories difference between the Collateral Obligation's Moody's Rating and its Moody's Default Probability Rating (for purposes of clarification, if the Moody's Rating is higher than the Moody's Default Probability Rating, the rating subcategories difference will be positive and if it is lower, negative):

Number of Moody's Ratings Subcategories Difference Between the Moody's Rating and the Moody's Default Probability Rating	Senior Secured Loans (not including First Lien Last Out Loans)	Second Lien Loans, First Lien Last Out Loans, Senior Secured Bonds or Senior Secured Notes *	Other Collateral Obligations (excluding DIP Collateral Obligations)
+2 or more	60%	55%	45%
+1	50%	45%	35%
0	45%	35%	30%
-1	40%	25%	25%
-2	30%	15%	15%
-3 or less	20%	5%	5%

* If such Collateral Obligation does not have both a CFR and an Assigned Moody's Rating, such Collateral Obligation will be deemed to be an Unsecured Loan for purposes of this table.

(c) if the Collateral Obligation is a DIP Collateral Obligation (other than a DIP Collateral Obligation which has been specifically assigned a recovery rate by Moody's), 50%.

Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any date of determination if the Weighted Average Life of all Collateral Obligations as of such date is less than or equal to, if the Fitch Rating Condition has been satisfied with respect to this test, (i) if such date occurs prior to October 20, 2022, 8.99, or (ii) if such date occurs on or after October 20, 2022, 8.75 minus the product of (x) 0.25 and (y) the number of full quarters that have elapsed since October 20, 2022; provided that, if the Fitch Rating Condition has not been satisfied with respect to this test, the maximum threshold for purposes of clause (i) above will be 8.49 and the maximum threshold for purposes of clause (ii) above will be 8.25 minus the product of (x) 0.25 and (y) the number of full quarters that have elapsed since October 20, 2022. For purposes of this definition, a full quarter will elapse on each 3-month anniversary of October 20, 2022.

The "**Weighted Average Life**" is, as of any date of determination with respect to all Collateral Obligations other than Defaulted Obligations, the number of years following such date obtained by (A) *summing* the products obtained by *multiplying* (a) the Average Life at such time of each such Collateral Obligation by (b) the outstanding Principal Balance of such Collateral Obligation and (B) *dividing* such sum *by* the Aggregate Principal Balance at such time of all Collateral Obligations other than Defaulted Obligations.

The "**Average Life**" is, on any date of determination with respect to any Collateral Obligation, the quotient obtained by *dividing* (i) the sum of the products of (a) the number of years (*rounded to* the nearest one hundredth thereof) from such date of determination to the respective dates of each successive scheduled distribution of principal

of such Collateral Obligation and (b) the respective amounts of principal of such scheduled distributions *by* (ii) the sum of all successive scheduled distributions of principal on such Collateral Obligation.

Assumptions as to Assets

Unless otherwise specified, the assumptions described below will be applied to the determination of the Concentration Limitations, the Collateral Quality Test, the Coverage Tests and other determinations and calculations required by the Indenture.

Except where expressly referenced herein for inclusion in such calculations, Defaulted Obligations will not be included in the calculation of the Collateral Quality Test.

For purposes of calculating the Coverage Tests and the Interest Diversion Test, except as otherwise specified in the Coverage Tests or the Interest Diversion Test, such calculations will not include scheduled interest and principal payments on Defaulted Obligations unless or until such payments are actually made.

For purposes of calculating clause (i) of the Concentration Limitations, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds will each be deemed to be a Floating Rate Obligation that is a Senior Secured Loan.

For purposes of calculating compliance with each of the Concentration Limitations, all calculations will be rounded to the nearest 0.1%. All other calculations, unless otherwise set forth in the Indenture or the context otherwise requires, will be rounded to the nearest ten-thousandth if expressed as a percentage, and to the nearest one-hundredth if expressed otherwise.

For purposes of calculating the Sale Proceeds of a Collateral Obligation in sale transactions, Sale Proceeds will include any Principal Financed Accrued Interest received in respect of such sale.

For each Collection Period and as of any date of determination, the scheduled payment of principal and/or interest on any Asset (other than a Defaulted Obligation, which, except as otherwise provided herein, will be assumed to have scheduled distributions of zero) will be the sum of (i) the total amount of payments and collections to be received during such Collection Period in respect of such Asset (including the proceeds of the sale of such Asset received and, in the case of sales which have not yet settled, to be received during the Collection Period and not reinvested in additional Collateral Obligations or Eligible Investments or retained in the Collection Account for subsequent reinvestment) that, if received as scheduled, will be available in the Collection Account at the end of the Collection Period and (ii) any such amounts received by the Issuer in prior Collection Periods that were not disbursed on a previous Payment Date.

Each scheduled payment of principal and/or interest receivable with respect to an Asset will be assumed to be received on the applicable due date thereof, and each such scheduled payment of principal and/or interest will be assumed to be immediately deposited in the Collection Account to earn interest at an assumed reinvestment rate. All such funds will be assumed to continue to earn interest until the date on which they are required to be available in the Collection Account for application, in accordance with the terms of the Indenture, to payments of principal of or interest on the Notes or other amounts payable pursuant to the Indenture.

For purposes of the applicable determinations required under "*Description of the Notes—Priority of Payments*", "*—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" and the definition of "Interest Coverage Ratio", the expected interest on the Secured Notes and Floating Rate Obligations shall be calculated using the then current interest rates applicable thereto.

All calculations with respect to scheduled distributions on the Assets will be made on the basis of information as to the terms of each such Asset and upon reports of payments, if any, received on such Asset that are furnished by or on behalf of the issuer or obligor of such Asset and, to the extent they are not manifestly in error, such information or reports may be conclusively relied upon in making such calculations.

For purposes of calculating compliance with the Investment Criteria, upon the direction of the Collateral Manager by notice to the Trustee and the Collateral Administrator, any Eligible Investment representing Principal Proceeds received upon the sale or other disposition of a Collateral Obligation will be deemed to have the characteristics of

such Collateral Obligation until reinvested in an additional Collateral Obligation. Such calculations will be based upon the principal amount of such Collateral Obligation, except in the case of Defaulted Obligations and Credit Risk Obligations, in which case the calculations will be based upon the Principal Proceeds received on the disposition or sale of such Defaulted Obligation or Credit Risk Obligation.

For purposes of calculating all Concentration Limitations, in both the numerator and the denominator of any component of the Concentration Limitations, Defaulted Obligations will be treated as having a Principal Balance equal to zero.

If a Collateral Obligation included in the Assets would be deemed a Current Pay Obligation but for the applicable percentage limitation in the proviso to clause (x) of the proviso to the definition of "Defaulted Obligation," then the Current Pay Obligations with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Current Pay Obligation as of the date of determination) will be deemed Defaulted Obligations. Each such Defaulted Obligation will be treated as a Defaulted Obligation for all purposes until such time as the Aggregate Principal Balance of Current Pay Obligations would not exceed, on a *pro forma* basis including such Defaulted Obligation, the applicable percentage of the Collateral Principal Amount.

References under "*Summary of Terms—Priority of Payments*" to calculations made on a "*pro forma* basis" will mean such calculations after giving effect to all payments, in accordance with the Priority of Payments described herein, that precede (in priority of payment) or include the clause in which such calculation is made.

For purposes of calculating compliance with the Investment Criteria, at the election of the Collateral Manager in its sole discretion, any proposed investment (whether a single Collateral Obligation or a group of Collateral Obligations) identified by the Collateral Manager as such at the time when compliance with the Investment Criteria is required to be calculated (a "**Trading Plan**") may be evaluated after giving effect to all sales and reinvestments proposed to be entered into within 10 Business Days following the date of determination of such compliance (such period, the "**Trading Plan Period**"); *provided* that (i) subject to the restrictions on Trading Plans otherwise contained in the Indenture, the Collateral Manager may modify any Trading Plan during the related Trading Plan Period, and such modification will not be deemed to constitute a failure of such Trading Plan, (ii) so long as the Investment Criteria are satisfied upon the expiry of the applicable Trading Plan Period (as it may be amended), the failure of any of the terms and assumptions specified in such Trading Plan to be satisfied will not be deemed to constitute a failure of such Trading Plan, (iii) the Collateral Manager reasonably believes at the commencement of the relevant Trading Plan Period that the Issuer will be able to enter into binding commitment(s) for all sales and reinvestments proposed in such Trading Plan, (iv) no Trading Plan may result in the purchase of Collateral Obligations having an Aggregate Principal Balance that exceeds 5% of the Collateral Principal Amount, (v) no Trading Plan Period may include a Determination Date (*provided* that any such Trading Plan Period may end on a Determination Date), (vi) no more than one Trading Plan may be in effect at any time during a Trading Plan Period, (vii) no Trading Plan may enable any averaging of the purchase prices of a Collateral Obligation or Collateral Obligations purchased on different dates for purposes of determining whether any Collateral Obligation is a Discount Obligation, (viii) no Trading Plan may result in the purchase of any Collateral Obligation with an Average Life of less than 6 months, (ix) no Trading Plan may result in the purchase of a group of Collateral Obligations if the difference between the shortest Average Life of any Collateral Obligation in such group and the longest Average Life of any Collateral Obligations in such group is greater than three years and (x) if the Investment Criteria are satisfied prospectively after giving effect to a Trading Plan but are not satisfied upon the expiry of the related Trading Plan Period (except in cases where such non-compliance results from changes in the Collateral Obligations owned by the Issuer that are not part of such Trading Plan), notice will be provided to the Rating Agencies. The Collateral Manager will provide the Rating Agencies and the Collateral Administrator with notice of the composition of the Collateral Obligations (and their attributes) in any Trading Plan. For the avoidance of doubt, Trading Plans will not apply for purposes of the definition of Discount Obligation. Details of any Trading Plan will be provided on a dedicated page of each Monthly Report. If a Trading Plan is executed, the Collateral Manager will provide a notice to such effect to the Trustee and the Trustee will provide notice thereof to holders by posting such notice to its website.

Notwithstanding any other provision of the Indenture to the contrary, all monetary calculations under the Indenture will be in U.S. dollars.

If U.S. withholding tax is imposed on any commitment fees, amendment fees, waiver fees, consent fees, extension fees or similar fees in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations, the

calculations of the Weighted Average Spread, the Weighted Average Coupon and the Interest Coverage Test, as applicable, will be made on a net basis after taking into account such withholding, unless the obligor is required to make "gross-up" payments to the Issuer or an Issuer Subsidiary that cover the full amount of any such withholding tax on an after-tax basis pursuant to the Underlying Instrument with respect thereto.

Any reference in the Indenture to an amount of the Trustee's or the Collateral Administrator's fees calculated with respect to a period at a *per annum* rate will be computed on the basis of a 360-day year of twelve 30-day months prorated for the related Interest Accrual Period and will be based on the aggregate face amount of the Collateral Obligations and the Eligible Investments.

To the extent of any ambiguity in the interpretation of any definition or term contained in the Indenture or to the extent more than one methodology can be used to make any of the determinations or calculations set forth therein, the Collateral Administrator shall request direction from the Collateral Manager as to the interpretation and/or methodology to be used, and the Collateral Administrator, together with the Trustee, will be entitled to conclusively rely thereon without any responsibility or liability therefor.

For purposes of calculating compliance with any tests under the Indenture (including the Target Initial Par Condition, Collateral Quality Test and Concentration Limitations), the trade date (and not the settlement date) with respect to any acquisition or disposition of a Collateral Obligation or Eligible Investment will be used by the relevant party undertaking such calculation in accordance with the Transaction Documents.

The equity interest in any Issuer Subsidiary permitted under the Indenture and each asset of any such Issuer Subsidiary will be deemed to constitute an Asset and be deemed to be a Collateral Obligation (or, if such asset would constitute an Equity Security or Restructured Obligation if acquired and held by the Issuer, an Equity Security) for all purposes of the Indenture (other than tax purposes) and each reference to Assets, Collateral Obligations, Equity Securities and Restructured Obligations in the Indenture will be construed accordingly, *provided* that, for financial accounting reporting purposes (including each Monthly Report) and the Coverage Tests, the Interest Diversion Test and the Collateral Quality Test (and, for the avoidance of doubt, not for tax purposes), the Issuer will be deemed to own the Equity Security or Collateral Obligation held by such Issuer Subsidiary and not the equity interest in such Issuer Subsidiary.

For purposes of calculating the Weighted Average Spread, the Weighted Average Coupon and each Interest Coverage Test, any future anticipated tax liability of the Issuer Subsidiary related to an Equity Security or Collateral Obligation held by such Issuer Subsidiary will be excluded.

Any direction or issuer order required under the Indenture relating to the purchase, acquisition, sale, disposition or other transfer of Assets may be in the form of a trade ticket, confirmation of trade, instruction to post or to commit to the trade or similar instrument or document or other written instruction (including by email or other electronic communication or file transfer protocol) from the Collateral Manager on which the Trustee may rely for all purposes in the Indenture.

All calculations related to Maturity Amendments, sales of Collateral Obligations, the Investment Criteria (and definitions related to sales of Collateral Obligations and the Investment Criteria), Restructured Obligations and other tests, restrictions or limitations that would be calculated cumulatively since the Closing Date shall be reset at zero on the date of any Refinancing of all Classes of Secured Notes. For the avoidance of doubt, the Subordinated Notes Internal Rate of Return will not be reset at zero on the date of any Refinancing.

For purposes of clause (i) of the Concentration Limitations, a Senior Secured Note shall be deemed to be a Senior Secured Loan for purposes of the Concentration Limitations if such Senior Secured Note, if it were a loan, would meet the definition of Senior Secured Loan.

The Class X Notes shall not be included in the calculation of any Coverage Test or the Interest Diversion Test.

The Coverage Tests and the Interest Diversion Test

See "*—Assumptions as to Assets*" for a description of the assumptions applicable to the determination of satisfaction of the Coverage Tests and the Interest Diversion Test.

See "*Summary of Terms—Coverage Tests and Interest Diversion Test*" for a description of the calculation of the Overcollateralization Test, Interest Coverage Test and Interest Diversion Test.

If a Coverage Test is not satisfied on any applicable Determination Date, the Issuer will be required to apply available amounts in the Payment Account on the related Payment Date to the repayment of principal of the Secured Notes in accordance with the Priority of Payments to the extent necessary to achieve compliance with such Coverage Test.

Measurement of the degree of compliance with the Coverage Tests will be required as of each Measurement Date occurring (i) in the case of the Overcollateralization Test, on or after the Effective Date and (ii) in the case of the Interest Coverage Test, on or after the Determination Date immediately preceding the second Payment Date. Measurement of the degree of compliance with the Interest Diversion Test will be required as of each Measurement Date during the Reinvestment Period on or after the Effective Date.

If the Interest Diversion Test is not satisfied on any Determination Date during the Reinvestment Period, the Issuer will be required to apply Interest Proceeds remaining on the related Payment Date after the application thereof to the payment of amounts set forth in clauses (A) through (P) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" to make a deposit into the Collection Account as Principal Proceeds for the purchase of additional Collateral Obligations in an amount equal to the Required Interest Diversion Amount.

Sales of Assets; Purchase of Additional Assets and Investment Criteria

Subject to the other requirements set forth in the Indenture and *provided* that no Event of Default has occurred and is continuing (except for sales pursuant to clauses (a), (b), (c), (d), (h) and (i) below, which sales may continue to be made after an Event of Default), the Collateral Manager on behalf of the Issuer may, but will not be required to (except as otherwise specified below), direct the Trustee to sell, and the Trustee will sell on behalf of the Issuer in the manner directed by the Collateral Manager, any Collateral Obligation, Restructured Obligation or Equity Security (which will include the direct sale or liquidation of the equity interests of any Issuer Subsidiary or assets held by an Issuer Subsidiary) if, as certified by the Collateral Manager, such sale meets any one of the following requirements (subject in each case to any applicable requirement of disposition under clause (h) or (i) below), for purposes of which the Sale Proceeds of a Collateral Obligation sold by the Issuer will include any Principal Financed Accrued Interest received in respect of such sale:

(a) the Collateral Manager may direct the Trustee to sell any Credit Risk Obligation at any time during or after the Reinvestment Period without restriction;

(b) the Collateral Manager may direct the Trustee to sell any Credit Improved Obligation at any time during or after the Reinvestment Period without restriction;

(c) the Collateral Manager may direct the Trustee to sell any Defaulted Obligation or Restructured Obligation at any time during or after the Reinvestment Period without restriction;

(d) the Collateral Manager may direct the Trustee to sell any Equity Security at any time during or after the Reinvestment Period without restriction, and will (unless such Equity Security is required to be sold as set forth in clause (h) below or has been transferred to an Issuer Subsidiary) use its commercially reasonable efforts to effect the sale of any Equity Security (other than an interest in an Issuer Subsidiary);

(i) within 180 days after receipt if such Equity Security constitutes Margin Stock unless such sale is prohibited by applicable law, in which case such Equity Security will be sold as soon as such sale is permitted by applicable law; and

(ii) within three years after receipt of, or of such security becoming, an Equity Security if sub-clause (i) above does not apply, unless such sale is prohibited by applicable law, in which case such Equity Security will be sold as soon as such sale is permitted by applicable law;

(e) after the Issuer has notified the Trustee of a Clean-Up Optional Redemption or an Optional Redemption of the Notes (unless such Optional Redemption is financed solely with Refinancing Proceeds), in accordance with the Indenture, the Collateral Manager will direct the Trustee to sell (which sale may be

through participation or other arrangement) all or a portion of the Collateral Obligations and other Assets if the requirements set forth in the Indenture are satisfied and the notice of such Optional Redemption or Clean-Up Optional Redemption, as applicable, is neither withdrawn nor deemed to have been withdrawn and the obligation to effect such Optional Redemption or Clean-Up Optional Redemption, as applicable, has not been terminated. If any such sale is made through participations, the Issuer will use reasonable efforts to cause such participations to be converted to assignments within six months after the sale;

(f) after a Majority of the Subordinated Notes has directed (by a written direction delivered to the Trustee) a Tax Redemption, the Issuer (or the Collateral Manager on its behalf) will direct the Trustee to sell (which sale may be through participation or other arrangement) all or a portion of the Collateral Obligations and other Assets if the requirements set forth in the Indenture are satisfied and the notice of such Tax Redemption is not withdrawn or deemed to have been withdrawn. If any such sale is made through participations, the Issuer will use reasonable efforts to cause such participations to be converted to assignments within six months after the sale;

(g) the Collateral Manager may direct the Trustee to sell (any such sale, a "**Discretionary Sale**") any Collateral Obligation at any time if:

(i) after giving effect to such Discretionary Sale, the Aggregate Principal Balance of all Collateral Obligations sold as described in this sub-paragraph (g) during the same calendar year is not greater than 25% of the Collateral Principal Amount as of the beginning of such calendar year (it being understood that no such limitation will apply to sales of Collateral Obligations with respect to any period prior to the Effective Date); provided that, for purposes of determining the percentage of Collateral Obligations sold during any such period, the amount of any Collateral Obligations sold will be reduced to the extent of any purchases of Collateral Obligations of the same obligor (which are pari passu or senior to such sold Collateral Obligations) occurring within 30 Business Days of such sale so long as any such Collateral Obligation was sold with the intention of purchasing a Collateral Obligation of the same obligor (which would be pari passu or senior to such sold Collateral Obligation); and

(ii) either:

(A) at any time either (1) the Sale Proceeds from such Discretionary Sale are at least equal to the Investment Criteria Adjusted Balance of such Collateral Obligation or (2) after giving effect to such Discretionary Sale, the Aggregate Principal Balance of the Collateral Obligations (excluding the Collateral Obligation being sold) and Eligible Investments constituting Principal Proceeds (including, without duplication, the anticipated net proceeds of such Discretionary Sale) will be (x) maintained or increased (as compared to the Aggregate Principal Balance of the Collateral Obligations and Eligible Investments constituting Principal Proceeds prior to giving effect to such Discretionary Sale) or (y) equal to or greater than the Reinvestment Target Par Balance; or

(B) during the Reinvestment Period, the Collateral Manager will use its commercially reasonable efforts to purchase (on behalf of the Issuer), within 45 days after the settlement date on which such Collateral Obligation is sold, one or more additional Collateral Obligations with an Aggregate Principal Balance at least equal to the Investment Criteria Adjusted Balance of such sold Collateral Obligations in compliance with the Investment Criteria;

(h) the Collateral Manager on behalf of the Issuer will use its commercially reasonable efforts to effect the sale (regardless of price) of any Collateral Obligation that (i) no longer meets the criteria described in clause (vii) of the definition of "Collateral Obligation," within 18 months after the failure of such Collateral Obligation to meet any such criteria and (ii) no longer meets the criteria described in clause (vi) of the definition of "Collateral Obligation" within 45 days after the failure of such Collateral Obligation to meet such criteria unless such sale is prohibited by applicable law, in which case such Collateral Obligation will be sold or otherwise disposed of as soon as reasonably practicable after such sale is permitted by applicable law; and

(i) the Collateral Manager may direct the Trustee to accept any tender offer, voluntary redemption, exchange offer, conversion or other similar action in the manner specified in the Indenture at any time without restriction.

Investment Criteria

General

On any date during the Reinvestment Period (and, with respect to any Eligible Post-Reinvestment Proceeds, on any date after the Reinvestment Period), the Collateral Manager on behalf of the Issuer may subject to the other requirements in the Indenture, but will not be required to, direct the Trustee to invest Principal Proceeds, proceeds of additional notes issued in accordance with the Indenture, amounts on deposit in the Ramp-Up Account and accrued interest received with respect to any Collateral Obligation to the extent used to pay for accrued interest on additional Collateral Obligations, and the Trustee will invest such Principal Proceeds and other amounts in accordance with such direction.

Except as described under "*—Restructured Obligations; Specified Equity Securities*" below, such proceeds may not be used to purchase additional obligations unless the Collateral Manager determines that each of the following conditions (the "**Investment Criteria**") is satisfied as of the date the Collateral Manager commits on behalf of the Issuer to make such purchase, in each case immediately after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to; *provided* that, except for clause (I)(i) below, such conditions need only be satisfied with respect to purchases of Collateral Obligations occurring on or after the Effective Date:

(I) During the Reinvestment Period:

(i) such obligation is a Collateral Obligation;

(ii) each Coverage Test will be satisfied, or if not satisfied, such Coverage Test will be maintained or improved;

(iii) any of the Reinvestment Balance Criteria are satisfied; and

(iv) other than in the case of a Bankruptcy Exchange, either (A) each requirement or test, as the case may be, of the Concentration Limitations and the Collateral Quality Test will be satisfied or (B) if any such requirement or test was not satisfied immediately prior to such reinvestment, such requirement or test will be maintained or improved after giving effect to the reinvestment.

Not later than the Business Day immediately preceding the end of the Reinvestment Period, the Collateral Manager shall deliver to the Trustee (with a copy to the Collateral Administrator) a schedule of Collateral Obligations purchased by the Issuer with respect to which purchases the trade date has occurred but the settlement date has not yet occurred. Upon delivery of such schedule, the Collateral Manager will be deemed to have certified to the Trustee that sufficient Principal Proceeds are available (including for this purpose, cash on deposit in the Collection Account as well as any Principal Proceeds that will be received by the Issuer from the sale of Collateral Obligations for which the trade date has already occurred but the settlement date has not yet occurred) to effect the settlement of such Collateral Obligations.

At any time during or after the Reinvestment Period, the Collateral Manager (on behalf of the Issuer) may enter into a Bankruptcy Exchange.

During the Reinvestment Period, following the sale of any Credit Improved Obligation or any Discretionary Sale of a Collateral Obligation, the Collateral Manager will use its reasonable efforts to purchase additional Collateral Obligations within 45 Business Days after such sale; *provided* that any such purchase must comply with the Investment Criteria.

(II) After the Reinvestment Period and *provided* that no Event of Default has occurred and is continuing, the Collateral Manager may, but will not be required to, invest Eligible Post-Reinvestment Proceeds that were received with respect to Unscheduled Principal Payments or Credit Risk Obligations within the longer of (i) 30 Business Days of the Issuer's receipt thereof and (ii) the last day of the related

Collection Period; *provided* that the Collateral Manager may not reinvest such Principal Proceeds unless (I) the stated maturity of each additional Collateral Obligation purchased with such Eligible Post-Reinvestment Proceeds is not later than the stated maturity of the Collateral Obligation giving rise to such Eligible Post-Reinvestment Proceeds, (II) each such additional Collateral Obligation has the same or higher Moody's Default Probability Rating as the Collateral Obligation giving rise to such Eligible Post-Reinvestment Proceeds, and (III) the Collateral Manager reasonably believes that after giving effect to any such reinvestment (A) the Collateral Quality Tests will be satisfied or, if not satisfied, each component test thereof will be maintained or improved, (B) each Coverage Test will be satisfied, (C) a Restricted Trading Period is not then in effect, (D) any of the Reinvestment Balance Criteria are satisfied, and (E) each Concentration Limitation will be either satisfied or maintained or improved.

Notwithstanding the other requirements set forth in the Indenture and described above, the Issuer will have the right to effect any sale of any Asset or purchase of any Asset (provided that such transaction complies with the Tax Guidelines) (x) that has been consented to by holders of Notes evidencing 100% of the Aggregate Outstanding Amount of each Class of Notes and (y) of which each Rating Agency, the Collateral Administrator and the Trustee have been notified; *provided* that, in accordance with the Indenture, cash on deposit in any Account (other than the Payment Account) may be invested in Eligible Investments during or after the Reinvestment Period.

Maturity Amendments

The Issuer (or the Collateral Manager on the Issuer's behalf) may not vote in favor of a Maturity Amendment to a Collateral Obligation that the Issuer will retain after the effectiveness of such Maturity Amendment unless, as determined by the Collateral Manager, after giving effect to such Maturity Amendment, (a) either (i) the Weighted Average Life Test will be satisfied or (ii) if the Weighted Average Life Test was not satisfied immediately prior to the effectiveness of such Maturity Amendment, then the Weighted Average Life Test will be maintained or improved after giving effect to such Maturity Amendment (after giving effect to any Trading Plan or any purchase or sale of any other Collateral Obligation) except that the Weighted Average Life Test will not be required to be so satisfied or maintained or improved after giving effect to such Maturity Amendment if (x) the Maturity Amendment is a Credit Amendment or is in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the issuer or obligor of such Collateral Obligation and (y) the Aggregate Principal Balance of all Collateral Obligations that have been subject to a modification in reliance upon clause (x) above with the affirmative vote of the Collateral Manager, measured cumulatively from the Closing Date, would not exceed 7.5% of the Target Initial Par Amount and (b) the stated maturity of the Collateral Obligation that is the subject of such Maturity Amendment is not later than the earliest Stated Maturity of the Secured Notes that are then outstanding; *provided* that this clause (b) will not apply as long as (1) after giving effect to such Maturity Amendment, if the Fitch Rating Condition has been satisfied with respect to the limit in this clause (1), the aggregate principal balance (including undrawn commitments) of all Long-Dated Obligations then owned by the Issuer that were the subject of a Maturity Amendment approved by the Issuer (or the Collateral Manager on the Issuer's behalf) in reliance on this proviso would not exceed 2% of the Collateral Principal Amount (assuming Long-Dated Obligations are Collateral Obligations for this purpose), *provided* that, if the Fitch Rating Condition has not been satisfied with respect to such limit, such maximum permitted percentage will be 0%, or (2) the Collateral Manager intends to sell such Collateral Obligation within 30 Business Days after the effective date of the maturity extension, so long as such sale is made prior to the end of such time period (provided that if such Collateral Obligation is not sold within such time period (any such Collateral Obligation, an "**Excepted Long-Dated Obligation**"), the Collateral Manager will sell such Collateral Obligation promptly after such period). For purposes of the calculation of the Adjusted Collateral Principal Amount, Excepted Long-Dated Obligations will have a Principal Balance of zero.

Notwithstanding anything to the contrary herein, the Collateral Manager may consent to a Maturity Amendment (A) if the Issuer receives the consent of a Majority of the Controlling Class to such Maturity Amendment, (B) with respect to an investment it has already sold (either in whole or in part) that has not yet settled, at the direction of the buyer, provided that in the case of a sale in part, the Collateral Manager will only vote at the direction of the buyer on the portion of the Collateral Obligation sold to such buyer to the extent commercially practicable, or (C) if the Collateral Manager or the Issuer receives notice from the trustee or agent for the related Collateral Obligation that lenders or debtholders, as the case may be, that constitute the required lenders or debtholders, as the case may be, for approval of such amendment, waiver or supplement have already consented (or are expected to consent) thereto, if a fee, additional interest or other consideration will be paid by the obligor only to the consenting lenders.

Restructured Obligations; Specified Equity Securities

Notwithstanding any statement contained herein to the contrary:

(i) at any time during or after the Reinvestment Period, at the direction of the Collateral Manager, the Issuer may direct that (I) Excess Interest Proceeds or amounts permitted to be used in accordance with the definition of "Permitted Use" be applied to the purchase or acquisition of Restructured Obligations or Specified Equity Securities or (II) Principal Proceeds be applied to the purchase or acquisition of Restructured Obligations; provided that: (A) after giving effect to the purchase or acquisition of any Restructured Obligation, the aggregate principal balance (including undrawn commitments) of all Restructured Obligations then owned by the Issuer will not exceed 5.0% of the Reinvestment Target Par Balance; (B) if any Principal Proceeds will be used to make such purchase or acquisition, (x) both prior to, and after, giving effect to the purchase or acquisition of such Restructured Obligation, (i) each Overcollateralization Test is or will be satisfied and (ii) the sum of (I) the aggregate principal balance (including undrawn commitments) of the Collateral Obligations (other than Defaulted Obligations and Restructured Qualified Obligations) plus (II) for each Defaulted Obligation and each Restructured Qualified Obligation, its Moody's Collateral Value, exceeds or will exceed the Reinvestment Target Par Balance and (y) after giving effect to the purchase or acquisition of such Restructured Obligation, (1) the sum, for each Restructured Obligation (then owned by the Issuer), of the product of (I) its principal balance (including undrawn commitments) as of the time of purchase or acquisition by the Issuer multiplied by (II) a fraction, the numerator of which is the amount of Principal Proceeds used to make such purchase or acquisition and the denominator of which is the total amount of funds applied to make such purchase or acquisition, will not exceed 5.0% of the Reinvestment Target Par Balance and (2) the sum, for each Restructured Obligation (whether or not then owned by the Issuer), measured cumulatively from the Closing Date, of the product of (I) its principal balance (including undrawn commitments) as of the time of purchase or acquisition by the Issuer multiplied by (II) a fraction, the numerator of which is the amount of Principal Proceeds used to make such purchase or acquisition and the denominator of which is the total amount of funds applied to make such purchase or acquisition, will not exceed 10.0% of the Reinvestment Target Par Balance; and (C) such purchase or acquisition does not violate the Tax Guidelines;

(ii) the acquisition of Specified Equity Securities or Restructured Obligations will not be required to satisfy any of the Investment Criteria and such assets will not be required to constitute "Collateral Obligations"; and

(iii) Restructured Obligations (other than Restructured Qualified Obligations) and Specified Equity Securities shall not be included in calculating compliance with the Coverage Tests, the Interest Diversion Test, the Collateral Quality Test or the Concentration Limitations.

Issuer Subsidiaries

The Issuer will not:

(A) become the owner of any asset or portion thereof (1) that is treated as an equity interest in an entity that is treated as a partnership or other fiscally transparent entity for U.S. federal income tax purposes, unless: (x) the entity is not treated, at any time, as engaged in a trade or business within the United States for U.S. federal income tax purposes; and (y) the assets of the entity consist solely of assets that the Issuer could directly acquire consistent with the Indenture, the Collateral Management Agreement, the Memorandum and Articles of Association, and any related documents, (2) the gain from the disposition of which would be subject to U.S. federal income or withholding tax under section 897 or section 1445, respectively, of the Code (it being understood that the Issuer may own equity interests in an Issuer Subsidiary that is a "United States real property interest" within the meaning of section 897(c)(1) of the Code ("**USRPI**") so long as (x) the Issuer does not dispose of an interest in such Issuer Subsidiary while such interest is a USRPI and (y) such Issuer Subsidiary does not make any distribution to the Issuer if such distribution would cause the Issuer to be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes or cause the Issuer to be subject to U.S. federal income tax on a net income basis) or

(3) if the ownership or disposition of such asset or portion thereof would cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise be subject to U.S. federal income tax on a net income basis, or

(B) maintain the ownership of any asset or portion thereof that is the subject of a workout, amendment, supplement, exchange or modification if the continued maintaining or ownership of such asset or portion thereof during the process of such workout, amendment, supplement, exchange or modification would cause the Issuer to violate the Tax Guidelines (each such asset or portion thereof in the foregoing (A) and (B), an "**Ineligible Obligation**").

The Collateral Manager will cause the Issuer to sell to a third party or contribute to an Issuer Subsidiary (or arrange for the Issuer Subsidiary to acquire directly from the underlying obligor) (I) any asset or portion thereof with respect to which the Issuer will receive an Ineligible Obligation described in clause (A) of the definition of Ineligible Obligation prior to the receipt of such Ineligible Obligation or (II) any asset or portion thereof described in clause (B) of the definition of Ineligible Obligation prior to the workout, amendment, supplement, exchange or modification at issue. In the event that the Issuer inadvertently receives any Ineligible Obligation, the Issuer shall dispose of, or cause the Collateral Manager to effect the contribution to an Issuer Subsidiary of, such Ineligible Obligation as promptly as possible but in no event later than five Business Days after the date on which such Ineligible Obligation may first be disposed of in accordance with its terms, as a curative measure. In connection with the incorporation of, or contribution of any security or obligation to, any Issuer Subsidiary, the Issuer will not be required to satisfy the Moody's Rating Condition; *provided* that prior to the incorporation of any Issuer Subsidiary, the Collateral Manager will, on behalf of the Issuer, provide written notice thereof to each Rating Agency. The Issuer will not be required to continue to hold in an Issuer Subsidiary (and may instead hold directly) a security or obligation if the Issuer has received an opinion or written advice of Orrick, Herrington & Sutcliffe LLP or Mayer Brown LLP, or an opinion of other tax counsel of nationally recognized standing in the United States experienced in such matters, to the effect that the Issuer can transfer such security or obligation from the Issuer Subsidiary to the Issuer and can hold such security or obligation directly without causing the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal income tax on a net basis. For financial accounting reporting purposes (including each Monthly Report prepared under the Indenture) and the Coverage Tests and the Collateral Quality Test (and, for the avoidance of doubt, not for tax purposes), the Issuer will be deemed to own an Ineligible Obligation held by an Issuer Subsidiary rather than its interest in that Issuer Subsidiary.

Each Issuer Subsidiary will be required at all times to have at least one independent director meeting the requirements of an "Independent Director" as set forth in the Issuer Subsidiary's organizational documents complying with any applicable Rating Agency rating criteria. Each Issuer Subsidiary will not have any employees (other than its directors) and will not have any subsidiaries (other than any subsidiaries that are subject to the covenants applicable to Issuer Subsidiaries). The Issuer will cause the purposes and permitted activities of each Issuer Subsidiary to be restricted solely to the acquisition, receipt, holding, management and disposition of the Collateral Obligations and/or other assets that are contributed to the Issuer Subsidiary and any assets, income and proceeds received in respect thereof (collectively, "**Issuer Subsidiary Assets**"), and will require the Issuer Subsidiary to distribute 100% of the net proceeds of any sale of such Issuer Subsidiary Assets, net of any tax or other liabilities, to the Issuer. No supplemental indenture will be necessary to permit the Issuer, or the Collateral Manager on its behalf, to take any actions necessary to set up an Issuer Subsidiary.

The Co-Issuers and the Trustee will agree in the Indenture, and the Collateral Manager will agree in the Collateral Management Agreement, not to institute against any Issuer Subsidiary any proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law, or a petition for its winding-up or liquidation (other than, in the case of the Issuer, a winding-up or liquidation of an Issuer Subsidiary that no longer holds any assets), until the payment in full of all Notes (and any other debt obligations of the Issuer that have been rated upon issuance by any rating agency at the request of the Issuer) and the expiration of a period equal to one year (or, if longer, the applicable preference period then in effect) *plus* one day, following such payment in full.

Contributions; Permitted Use Funds

On any Business Day, the Collateral Manager or any Holder of the Subordinated Notes (each, a "**Contributor**") may make a contribution of cash to the Issuer; provided that the Issuer (or the Collateral Manager on its behalf) may

accept or reject any such contribution in its reasonable discretion with written notice to the Contributor (with a copy to the Trustee and the Collateral Administrator) (any such accepted contribution, a "**Contribution**"). Contributions must be designated by the Contributor, as contemplated by the proviso below, prior to the time of their Contribution, as Interest Proceeds or Principal Proceeds and for a Permitted Use; provided that (A) if any funds designated for such Permitted Use are not used for such purpose or if such funds exceed the amount necessary for such purpose, then (y) any unused or remaining funds initially designated as Interest Proceeds will be designated as Interest Proceeds or Principal Proceeds by the Collateral Manager in its sole discretion and (z) any unused or remaining funds initially designated as Principal Proceeds will be deemed to be designated as Principal Proceeds and applied in accordance with the Priority of Payments, and (B) at least 5 Business Days prior to the date of a proposed Contribution, the Contributor must provide to the Issuer, the Collateral Administrator and the Trustee a written notification of such Contribution (in the form prescribed by the Indenture), which notification must provide the amounts to be contributed, how such amounts are to be designated (as Interest Proceeds or Principal Proceeds) and the Permitted Use for such Contribution and the proposed date of such Contribution. If a Contribution is accepted by the Issuer (or the Collateral Manager on its behalf), the Issuer (or the Collateral Manager on its behalf) will invest, apply, hold and dispose of such Contribution as directed by the Contributor. The Issuer will deposit any Contribution identified as Interest Proceeds or Principal Proceeds into the applicable subaccount of the Collection Account. Notwithstanding the foregoing provisions, the Collateral Manager (on behalf of the Issuer) and the Trustee may reasonably request any information from and regarding a Contributor in connection with any Contribution. Without limiting any of the amounts payable with respect to any Contributor's Notes pursuant to the Priority of Payments, the Issuer will not be obligated to return any Contribution or portion thereof to a Contributor at any time other than any Contribution Repayment Amount pursuant to the Priority of Payments.

Within two Business Days (provided that any notice of Contribution received after 2:00 p.m. New York City time on any Business Day shall be deemed to have been received on the following Business Day) of receipt of a contribution notice with respect to a proposed Contribution to be made by a Holder of Subordinated Notes, the Trustee (via its website) shall notify the remaining holders of the Subordinated Notes of such proposed Contribution, and such notice shall extend to each such other holder the opportunity to participate in the related Contribution in proportion to its then-current ownership of Subordinated Notes. Any existing holder of Subordinated Notes that has not, within three Business Days (or such longer period not to exceed 10 Business Days designated by the Collateral Manager) after the Trustee (via its website) notifies the remaining holders of the Subordinated Notes of a contribution notice, elected to participate in such Contribution on a *pro rata* basis (based on the Aggregate Outstanding Amount of Subordinated Notes held by the participating holders) by delivery of a Contribution Participation Notice in respect thereof to the Issuer (with a copy to the Collateral Manager, the Collateral Administrator, the Paying Agent and the Trustee) shall be deemed to have irrevocably declined to participate in such Contribution. The Issuer shall not accept any Contribution until after the expiration of such three Business Day (or longer, as applicable) period.

Each Contributor's right to receive Contribution Repayment Amounts (i) will be personal to such Contributor, (ii) may not be assigned or transferred (and any purported assignment or transfer thereof will be null and void *ab initio*), (iii) will not be associated with such Contributor's Subordinated Notes and (iv) if such Contributor transfers its Subordinated Notes, will remain with such Contributor and will not be transferred to the transferee of such Subordinated Notes.

"**Contribution Repayment Amount**" means the sum of (a) the amount of the unpaid Contribution plus (b) in the case of a Cure Contribution or a Workout Contribution, the rate of return agreed to in writing by the Contributor and the Collateral Manager (with a copy to the Trustee and the Collateral Administrator); provided that such rate must also be consented to in writing by a Majority of the Subordinated Notes. For the avoidance of doubt, (x) Contribution Repayment Amounts may only be paid pursuant to the Priority of Payments and (y) Holders shall not have any voting rights with respect to any Contribution Repayment Amount owed.

"**Cure Contribution**" means a Contribution (or portion thereof) that shall be used as Principal Proceeds or Interest Proceeds (i) to cause a failing Coverage Test to be satisfied or (ii) with respect to any Coverage Test that is reasonably expected to fail to be satisfied on the next Payment Date, to cause such Coverage Test to be satisfied.

"**Workout Contribution**" means a Contribution (or portion thereof) that shall be used by the Issuer to purchase a Restructured Obligation.

"**Contribution Participation Notice**" means, with respect to a proposed Contribution, a notice from a holder of Subordinated Notes to the Issuer and the Collateral Manager (I) electing to participate in such Contribution on a *pro rata* basis and (II) containing the following information: (i) information evidencing the Contributor's beneficial ownership of Subordinated Notes, (ii) the Contributor's contact information and (iii) if applicable, payment instructions for the payment of Contribution Repayment Amounts (together with any information reasonably requested by the Trustee or the Paying Agent).

The Indenture permits the Collateral Manager (i) with the consent of a Majority of the Subordinated Notes, to use for a Permitted Use the proceeds of an additional issuance of additional Subordinated Notes and/or Junior Mezzanine Notes that are designated for such Permitted Use or (ii) to use for a Permitted Use any Redirected Fee Interest designated for such Permitted Use in accordance with the Collateral Management Agreement.

The Collection Account and Payment Account

All distributions on the Collateral Obligations and any proceeds received from the disposition of any Collateral Obligations will be remitted to a segregated account, designated as the "**Pass-Through Collection Subaccount**" held in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties. Upon identification as Interest Proceeds or Principal Proceeds, amounts on deposit in the Pass-Through Collection Account will be remitted to one of two segregated accounts, one of which will be designated the "**Interest Collection Subaccount**" and one of which will be designated the "**Principal Collection Subaccount**", each held in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties. The Pass-Through Collection Subaccount, the Interest Collection Subaccount and the Principal Collection Subaccount collectively will comprise the "**Collection Account**". Such distributions and proceeds of distributions will be available, together with reinvestment earnings thereon, for application to the payment of the amounts set forth under "*Summary of Terms—Priority of Payments*" and for the acquisition of additional Collateral Obligations under the circumstances and pursuant to the requirements described herein and in the Indenture. All Interest Proceeds received by the Trustee after the Closing Date or transferred to the Collection Account from the Expense Reserve Account or Payment Account will be deposited in the Interest Collection Subaccount (unless, in the case of accrued interest received with respect to any Collateral Obligation to the extent used to pay for accrued interest, simultaneously reinvested in additional Collateral Obligations in accordance with the provisions of the Indenture described under "*—Sales of Assets; Purchase of Additional Assets and Investment Criteria*").

All other amounts received by the Trustee or transferred from the Expense Reserve Account or Revolver Funding Account and remitted to the Collection Account will be deposited in the Principal Collection Subaccount, including (i) any funds designated as Principal Proceeds by the Collateral Manager in accordance with the Indenture and (ii) all other Principal Proceeds (unless simultaneously reinvested in additional Collateral Obligations in accordance with the provisions of the Indenture described under "*—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" or in Eligible Investments); *provided* that, at any time occurring no later than the Determination Date related to the first Payment Date following the Effective Date, if the Effective Date Deposit Condition is satisfied after giving effect to such deposit, the Collateral Manager in its sole discretion may designate Principal Proceeds to be transferred to the Interest Collection Subaccount as Interest Proceeds ("**Designated Principal Proceeds**"); *provided further* that, prior to the Effective Date, any Principal Proceeds received by the Issuer in respect of the Collateral Obligations shall be held in the principal subaccount of the Ramp-Up Account. For the avoidance of doubt, Designated Principal Proceeds cannot be designated as such after the Determination Date relating to the first Payment Date following the Effective Date. The Issuer may, but under no circumstances will be required to, deposit from time to time into the Collection Account, in addition to any amount required under the Indenture to be deposited therein, such monies received from external sources for the benefit of the Secured Parties (other than payments on or in respect of the Collateral Obligations, Eligible Investments or other existing Assets) as the Issuer deems, in its sole discretion, to be advisable and to designate them as Interest Proceeds or Principal Proceeds. The Collection Account will be established at the Bank.

The Collateral Manager on behalf of the Issuer may direct the Collateral Administrator and the Trustee to withdraw from Interest Proceeds on deposit in the Interest Collection Subaccount on any Business Day during any Interest Accrual Period to pay (i) any amount required to exercise a warrant or similar right to acquire securities held in the Assets in accordance with the requirements of "*—Investment Criteria—Restructured Obligations; Specified Equity Securities*" and (ii) any Administrative Expenses (such payments to be counted against the Administrative Expense Cap for the applicable period and to be subject to the order of priority as stated in the definition of

Administrative Expenses) *provided* that the aggregate Administrative Expenses paid as described in the foregoing clauses during any Collection Period will not exceed the Administrative Expense Cap for the related Payment Date. The Collateral Manager on behalf of the Issuer may direct the Collateral Administrator and the Trustee to transfer from amounts on deposit in the Interest Collection Subaccount any Partial Redemption Proceeds intended to be applied pursuant to the Interim Partial Refinancing Priority of Payments on a Redemption Date that is not a Quarterly Payment Date. The Collateral Manager on behalf of the Issuer may direct the Trustee to transfer from amounts on deposit in the Interest Collection Subaccount to the Principal Collection Subaccount, (i) amounts necessary for application as described under "*Use of Proceeds—Effective Date*" or (ii) on or after the Effective Date, any amount as directed by the Collateral Manager; *provided* that such transfer is not reasonably expected to cause any Notes to defer interest payments thereon. In addition, the Collateral Manager on behalf of the Issuer may direct the Collateral Administrator and the Trustee to deposit from the Principal Collection Subaccount into the Revolver Funding Account amounts that are required to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations.

Amounts received in the Collection Account during a Collection Period will be invested in Eligible Investments with stated maturities not later than the earlier of (A) the date that is 60 days after the date of delivery thereof and (B) the Business Day immediately preceding the Payment Date immediately following the date of delivery thereof. All proceeds from the Eligible Investments will be retained in the Collection Account unless used to purchase additional Collateral Obligations in accordance with the Investment Criteria, or used as otherwise permitted under the Indenture. See "*—Sales of Assets; Purchase of Additional Assets and Investment Criteria*" and "*Summary of Terms—Priority of Payments*."

On the Business Day immediately preceding each Payment Date, the Trustee will deposit into a single, segregated trust account held in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties (the "**Payment Account**") all funds in the Collection Account (other than amounts that the Issuer is entitled to reinvest in accordance with the Investment Criteria described herein, which amounts may be retained in the Collection Account for subsequent reinvestment) required for payments to holders of the Secured Notes and distributions on the Subordinated Notes and payments of fees and expenses in accordance with the priorities described under "*Summary of Terms—Priority of Payments*." The Co-Issuers will not have any legal, equitable or beneficial interest in the Payment Account other than in accordance with the Indenture and the Priority of Payments. The Payment Account will be established at the Bank. Amounts in the Payment Account will remain uninvested.

The Ramp-Up Account

The net proceeds of the issuance of the Notes remaining after the payment of the Warehouse Termination Amount and fees and expenses (including a deposit to the Expense Reserve Account) will be deposited on the Closing Date into a single, segregated trust account held in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties, with two subaccounts, one of which shall be designated the "interest subaccount of the Ramp-Up Account" and one of which shall be designated the "principal subaccount of the Ramp-Up Account" (and which together shall comprise the "**Ramp-Up Account**"). Of the proceeds of the issuance of the Notes which are not applied to pay the Warehouse Termination Amount or to pay other applicable fees and expenses, approximately U.S.$1,000,000 will be deposited in the interest subaccount of the Ramp-Up Account on the Closing Date and certain proceeds of the issuance of the Notes not deposited in the Expense Reserve Account, the Revolver Funding Account or the interest subaccount of the Ramp-Up Account will be deposited in the principal subaccount of the Ramp-Up Account on the Closing Date. On behalf of the Issuer, the Collateral Manager will direct the Trustee to, from time to time on or prior to the Effective Date, purchase additional Collateral Obligations (using amounts in the interest subaccount or the principal subaccount of the Ramp-Up Account (at the direction of the Collateral Manager)) and invest in Eligible Investments any amounts not used to purchase such additional Collateral Obligations.

At the direction of the Collateral Manager given on or prior to the Effective Date, funds in the principal subaccount of the Ramp-Up Account may be designated by written notice to the Trustee and the Collateral Administrator as either Principal Proceeds and/or, if the Effective Date Deposit Condition is satisfied after giving effect to such transfer, Interest Proceeds ("**Designated Unused Proceeds**"). For the avoidance of doubt, Designated Unused Proceeds cannot be designated as such after the Effective Date. At the direction of the Collateral Manager given on or prior to the Effective Date, funds in the interest subaccount of the Ramp-Up Account may be designated by written notice to the Trustee and the Collateral Administrator as either Principal Proceeds and/or Interest Proceeds. On the date on which the Target Initial Par Condition is satisfied (and the Effective Date is declared in connection with the certification of

the Collateral Manager) all remaining funds in the principal subaccount of the Ramp-Up Account will be transferred to the Principal Collection Subaccount of the Collection Account as Principal Proceeds and all remaining funds in the interest collection subaccount of the Ramp-Up Account will be transferred to the Interest Collection Subaccount of the Collection Account as Interest Proceeds. Prior to the Effective Date, any Principal Proceeds shall be held in the Ramp-Up Account. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default, the Trustee will deposit any remaining amounts in the principal subaccount of the Ramp-Up Account (excluding any proceeds that will be used to settle binding commitments entered into prior to that date) into the Principal Collection Subaccount as Principal Proceeds and any remaining amounts in the interest subaccount of the Ramp-Up Account into the Interest Collection Subaccount as Interest Proceeds or (at the direction of the Collateral Manager) the Principal Collection Subaccount as Principal Proceeds. Any income earned on amounts deposited in the Ramp-Up Account will be deposited in the Interest Collection Subaccount as Interest Proceeds. The Ramp-Up Account will be established at the Bank.

The "**Effective Date Deposit Condition**" will be satisfied on any date of determination after giving effect to the designation of Principal Proceeds as Designated Principal Proceeds or Designated Unused Proceeds if (a) the aggregate amount of Designated Principal Proceeds and Designated Unused Proceeds as of such date does not exceed 0.75% of the Target Initial Par Amount, (b) on such date of determination, all Collateral Quality Tests and Concentration Limitations are satisfied after giving effect to such designation and (c) on such date of determination, the sum of (I) the Adjusted Collateral Principal Amount of the Collateral Obligations plus (II) without duplication, amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) constituting Principal Proceeds is greater than or equal to the Target Initial Par Amount after giving effect to such designation.

The Custodial Account

The Trustee will, on or prior to the Closing Date, establish a single, segregated trust account in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties which will be designated as the "**Custodial Account**". All Collateral Obligations will be credited to the Custodial Account. The only permitted withdrawals from the Custodial Account will be in accordance with the provisions of the Indenture. The Co-Issuers will not have any legal, equitable or beneficial interest in the Custodial Account other than in accordance with the Indenture and the Priority of Payments. The Custodial Account will be established at the Bank. Amounts in the Custodial Account will remain uninvested.

The Revolver Funding Account

Upon the purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, funds in an amount equal to the undrawn portion of such obligation will be withdrawn at the direction of the Collateral Manager first from the Ramp-Up Account and, if necessary, from the Principal Collection Subaccount as directed by the Collateral Manager, and deposited by the Trustee in a single, segregated trust account established in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties (the "**Revolver Funding Account**"); *provided* that, if such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation is a Participation Interest with respect to which the Selling Institution requires funds to be deposited with the Selling Institution or its custodian in an amount equal to any portion of the undrawn amount of such obligation as collateral for the funding obligations under such obligation (such funds, the "**Selling Institution Collateral**"), the Issuer will deposit the Selling Institution Collateral with such Selling Institution or custodian rather than in the Revolver Funding Account.

On the Closing Date funds will be deposited in the Revolver Funding Account to be reserved for the unfunded funding obligations under the Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations purchased on or before the Closing Date. Upon initial purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, funds deposited in the Revolver Funding Account in respect of such Collateral Obligation and Selling Institution Collateral deposited with the Selling Institution in respect of such Collateral Obligation will be treated as part of the purchase price therefor. Amounts in the Revolver Funding Account will be invested in overnight funds that are Eligible Investments and earnings from all such investments will be deposited in the Interest Collection Subaccount as Interest Proceeds. The Revolver Funding Account will be established at the Bank.

Funds will be deposited in the Revolver Funding Account (or, at the instruction of the Collateral Manager, provided as Selling Institution Collateral to an Eligible Custodian) upon the purchase of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, and upon the receipt by the Issuer of any Principal Proceeds with respect to a Revolving Collateral Obligation as directed by the Collateral Manager, such that the amount of funds on deposit in the Revolver Funding Account will be equal to or greater than the aggregate amount of unfunded funding obligations (disregarding the portion, if any, of any such unfunded funding obligations that is collateralized by Selling Institution Collateral) under all such Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations then included in the Assets, as determined by the Collateral Manager.

Any funds in the Revolver Funding Account (other than earnings from Eligible Investments therein) will be available at the direction of the Collateral Manager solely to cover any drawdowns on the Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations; *provided* that any excess of (A) the amounts on deposit in the Revolver Funding Account over (B) the sum of the unfunded funding obligations (disregarding the portion, if any, of any such unfunded funding obligations that is collateralized by Selling Institution Collateral) under all Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations that are included in the Assets (which excess may occur for any reason, including upon (i) the sale or maturity of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation, (ii) the occurrence of an event of default with respect to any such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation and the termination of any commitment to fund obligations thereunder or (iii) any other event or circumstance which results in the irrevocable reduction of the undrawn commitments under such Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) may be transferred by the Trustee (at the written direction of the Collateral Manager on behalf of the Issuer) from time to time as Principal Proceeds to the Principal Collection Subaccount.

Any Restructured Obligation that would constitute a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation if it otherwise met the criteria for being a Collateral Obligation shall be treated as such for purposes of determining the Issuer's rights and obligations with respect to such Restructured Obligation under this section.

The Expense Reserve Account

The Trustee will, prior to the Closing Date, establish a single, segregated trust account held in the name of the Issuer, subject to the lien of the Trustee for the benefit of the Secured Parties which will be designated as the "**Expense Reserve Account**". An amount equal to U.S.$1,084,657.64 will be deposited into the Expense Reserve Account on the Closing Date for use as described herein. Following the Closing Date, (i) from the proceeds of any additional issuance described in "*Description of the Notes—Additional Issuance*," such amounts as are determined (at the date of issuance) to be necessary to account for expenses arising in connection with such additional issuance and (ii) any amounts from time to time required to be deposited in the Expense Reserve Account pursuant to clause (A) of "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" will be added to the Expense Reserve Account. On any Business Day from and including the Closing Date, the Trustee will apply funds from the Expense Reserve Account, as directed by the Collateral Manager, (A) to pay expenses of the Co-Issuers incurred in connection with the establishment of the Co-Issuers, the structuring and consummation of the offering and the issuance of the Notes and any additional issuance and (B) from time to time to pay accrued and unpaid Administrative Expenses of the Co-Issuers in the order set forth in the definition thereof and subject to any limitation imposed thereon pursuant to the operation of the Administrative Expense Cap with respect to the period since the immediately preceding Payment Date (or in the case of the first Payment Date, the period since the Closing Date) up to the date of the relevant payment; *provided* that the Trustee may decline to make any such payment on a day other than a Payment Date if the Trustee determines that doing so is necessary to ensure that the order of payments set forth in the definition of "Administrative Expenses" is maintained. All funds on deposit in the Expense Reserve Account will be invested in Eligible Investments at the direction of the Collateral Manager. Any income earned on amounts deposited in the Expense Reserve Account will be deposited in the Interest Collection Subaccount as Interest Proceeds as it is received. All amounts remaining on deposit in the Expense Reserve Account either (i) at the time when substantially all of the assets of the Co-Issuers have been sold or otherwise disposed of or (ii) at the direction of the Collateral Manager, may be deposited by the Trustee into the Collection Account for application as Interest Proceeds or Principal Proceeds on the immediately succeeding Payment Date. The Expense Reserve Account will be established at the Bank.

Account Requirements

Each of the Accounts will be established and maintained (a) with a federal or state-chartered depository institution with (1) a long-term debt rating of at least "A" by Fitch and a short-term rating of at least "F1" by Fitch (or a long-term debt rating of at least "A+" by Fitch if such institution has no short-term rating) and if such institution's long–term debt rating falls below "A" by Fitch or its short-term rating falls below "F1" by Fitch (or its long-term debt rating falls below "A+" by Fitch if such institution has no short-term rating), the assets held in such Account shall be moved within 30 calendar days to another institution that has a long-term debt rating of at least "A" by Fitch and a short-term rating of at least "F1" by Fitch (or a long-term debt rating of at least "A+" by Fitch if such institution has no short-term rating) and (2) a short-term deposit rating of at least "P-1" by Moody's (or a long-term deposit rating of at least "A1" by Moody's if such institution has no short-term deposit rating) and if such institution's short-term deposit rating falls below "P-1" by Moody's (or its long-term deposit rating falls below "A1" by Moody's if such institution has no short-term deposit rating), the assets held in such Account shall be moved within 30 calendar days to another institution that has a short-term deposit rating of at least "P-1" by Moody's (or a long-term deposit rating of at least "A1" by Moody's if such institution has no short-term deposit rating) or (b) in segregated trust accounts with the corporate trust department of a federal or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b) with (1) a long-term counterparty risk assessment of at least "Baa3(cr)" (or, in the case of an Account containing cash, "A2(cr)") by Moody's and if such institution's long-term counterparty risk assessment falls below "Baa3(cr)" (or, in the case of an Account containing cash, "A2(cr)") by Moody's, the assets held in such Account shall be moved within 30 calendar days to another institution that has a long-term counterparty risk assessment of at least "Baa3(cr)" (or, in the case of an Account containing cash, "A2(cr)") by Moody's and (2) a long-term debt rating of at least "A" by Fitch and a short-term rating of at least "F1" by Fitch (or a long-term debt rating of at least "A+" by Fitch if such institution has no short-term rating) and if such institution's long–term debt rating falls below "A" by Fitch or its short-term rating falls below "F1" by Fitch (or its long-term debt rating falls below "A+" by Fitch if such institution has no short-term rating), the assets held in such Account shall be moved within 30 calendar days to another institution that has a long-term debt rating of at least "A" by Fitch and a short-term rating of at least "F1" by Fitch (or a long-term debt rating of at least "A+" by Fitch if such institution has no short-term rating). Such institution will have a combined capital and surplus of at least U.S.$200,000,000. All cash deposited in the Accounts will be invested only in Eligible Investments or Collateral Obligations in accordance with the terms of the Indenture.

USE OF PROCEEDS

General

The net proceeds from the issuance of the Notes, after payment of certain fees, organizational and other fees and expenses in connection with the structuring and placement of the Notes (including without duplication by making a deposit into the Expense Reserve Account) and the deposit of funds into the interest subaccount of the Ramp-Up Account, are expected to be approximately U.S.$287,550,000. Such proceeds will be used to pay the Warehouse Termination Amount (as described under "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Collateral Accumulation*"), to deposit funds in the Revolver Funding Account to be reserved for the unfunded funding obligations under the Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations purchased on or before the Closing Date, and to acquire additional Collateral Obligations and other Assets.

Approximately U.S.$1,000,000 will be deposited into the interest subaccount of the Ramp-Up Account on the Closing Date and certain proceeds of the issuance of the Notes not deposited in the Expense Reserve Account, the Revolver Funding Account or the interest subaccount of the Ramp-Up Account will be deposited into the principal subaccount of the Ramp-Up Account for the purchase of additional Collateral Obligations prior to the Effective Date and for deposit into the Collection Account on the date on which the Target Initial Par Condition is satisfied (and the Effective Date is declared in connection with the certification of the Collateral Manager). An amount equal to U.S.$1,084,657.64 will be deposited into the Expense Reserve Account on the Closing Date for use as described herein and an amount to be specified in the Indenture will be deposited into the Revolver Funding Account as described herein.

On the Closing Date, the Issuer expects to use a portion of the proceeds from the issuance of the Notes to pay the Warehouse Termination Amount, as described under "*Risk Factors—Relating to the Collateral Obligations—Pre-Closing Collateral Accumulation*".

Effective Date

The Issuer, or the Collateral Manager on its behalf, will use commercially reasonable efforts to purchase (or enter into commitments to purchase), on or before the date occurring 40 calendar days prior to the Determination Date relating to the first Payment Date following the Closing Date, Collateral Obligations (a) such that the Target Initial Par Condition is satisfied and (b) that satisfy, as of the Effective Date, the Concentration Limitations, the Collateral Quality Test and each Overcollateralization Test.

(a) Unless clause (b) below is applicable, within 10 Business Days after the Effective Date, the Issuer will provide, or cause the Collateral Manager to provide, the following documents:

(i) to each Rating Agency, a report identifying the Collateral Obligations and requesting that Moody's (subject to clause (b) below) reaffirm its initial ratings of the Secured Notes rated by it;

(ii) to each Rating Agency and the Trustee, (x) a report (prepared by the Collateral Administrator on behalf of the Issuer) in form satisfactory to the Rating Agencies stating the following information (the "**Effective Date Report**"): (A) the LoanX ID or CUSIP number (or other security identifier, if any), principal balance, coupon/spread, stated maturity, Moody's Default Probability Rating, Moody's industry classification group, Moody's Rating, Fitch Rating and country of Domicile with respect to each Collateral Obligation as of the Effective Date and substantially similar information provided by the Issuer with respect to every other asset included in the Assets (to the extent such asset is a security), by reference to such sources as will be specified therein and (B) as of the Effective Date, the level of compliance with, and satisfaction or non-satisfaction of (1) the Target Initial Par Condition, (2) each Overcollateralization Test, (3) the Concentration Limitations and (4) the Collateral Quality Test (the items in this clause (B), collectively, the "**Specified Tested Items**"); and (y) a certificate of the Collateral Manager (the "**Effective Date Collateral Manager Certificate**") certifying that the Collateral Manager has received an accountants' report (the "**Effective Date Accountants' Report**") that recalculates and agrees with the information set forth clause (x)(A) above and recalculates and compares as of the Effective Date the information set forth in clause (x)(B) above;

(iii) to the Trustee, the Effective Date Accountants' Report; and

(iv) to the Trustee, an opinion of counsel confirming the matters set forth in the opinion of counsel regarding perfection of security interests furnished on the Closing Date with respect to the Assets granted to the Trustee after the Closing Date.

For the avoidance of doubt, the Effective Date Report and the Effective Date Collateral Manager Certificate will not contain or include any Effective Date Accountants' Report. The Trustee, in each of its capacities, will not disclose any Effective Date Accountants' Report received by it from such firm of Independent accountants, other than as provided in any access letter between the Trustee and such accountants.

(b) If (1) the Issuer or the Collateral Manager, as the case may be, has not provided to Moody's both (A) an Effective Date Report that shows that the Target Initial Par Condition was satisfied, each Overcollateralization Test was satisfied, the Concentration Limitations were complied with and the Collateral Quality Test was satisfied, and (B) the Effective Date Collateral Manager Certificate (such Effective Date Report referred to in sub-clause (A) together with the Effective Date Collateral Manager Certificate collectively, a "**Passing Report**") prior to the date 10 Business Days after the Effective Date or (2) any of the tests referred to in (ii)(x)(B) of the foregoing clause (a) are not satisfied ((1) or (2) constituting a "**Moody's Ramp-Up Failure**") then (A) the Issuer (or the Collateral Manager on the Issuer's behalf) will either (i) provide a Passing Report to Moody's within 25 Business Days following the Effective Date or (ii) request Moody's to confirm in writing (which may take the form of a press release or other written communication), within 25 Business Days following the Effective Date, that Moody's will not reduce or withdraw its initial rating of the Secured Notes and (B) if, by the 25th Business Day following the Effective Date, the Issuer (or the Collateral Manager on the Issuer's behalf) has not provided a Passing Report to Moody's or obtained the confirmation from Moody's, each as described in the preceding clause (A) of this paragraph, the Issuer (or the Collateral Manager on the Issuer's behalf) will instruct the Trustee to transfer amounts from the Interest Collection Subaccount to the Principal Collection Subaccount and may (or if directed by a Majority of the Subordinated Notes not later than the relevant Determination Date, shall), prior to the first Payment Date, purchase additional Collateral Obligations in an amount sufficient to enable the Issuer (or the Collateral Manager on the Issuer's behalf) to (i) provide a Passing Report to Moody's or (ii) obtain from Moody's written confirmation (which may take the form of a press release or other written communication) of its initial rating of the Secured Notes;

provided that, (A) in lieu of purchasing additional Collateral Obligations as contemplated under clause (b) above, the Issuer (or the Collateral Manager on the Issuer's behalf) may take such action, including but not limited to, an Effective Date Special Redemption and/or transferring amounts from the Interest Collection Subaccount to the Principal Collection Subaccount as Principal Proceeds (for use in an Effective Date Special Redemption), sufficient to enable the Issuer (or the Collateral Manager on the Issuer's behalf) to obtain written confirmation (which may take the form of a press release or other written communication) from Moody's of its initial ratings of the applicable Classes of the Secured Notes, and (B) amounts may not be transferred from the Interest Collection Subaccount to the Principal Collection Subaccount if, after giving effect to such transfer, (I) the amounts available pursuant to the Priority of Payments on the next succeeding Payment Date would be insufficient to pay the full amount of the accrued and unpaid interest on any Class of Secured Notes on such next succeeding Payment Date or (II) such transfer would result in a deferral of interest with respect to the Class C Notes, the Class D1 Notes, the Class D2 Notes or the Class E Notes on the next succeeding Payment Date.

The Issuer (or the Collateral Manager on its behalf) will provide notice to Fitch of a Moody's Ramp-Up Failure.

THE COLLATERAL MANAGER

The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Initial Purchaser or the Co-Issuers. Accordingly, notwithstanding anything to the contrary herein, none of the Issuer, the Co-Issuer, the Initial Purchaser or any other transaction party (other than the Collateral Manager) assumes any responsibility for the accuracy, completeness or applicability of such information.

General

The Collateral Manager, a Delaware limited liability company, will be the Retention Holder. The sole member of the Collateral Manager is MJX Venture Holdings II LP, a Cayman Islands exempted limited partnership.

The Collateral Manager may engage in various lines of business or investment strategies. Currently, the Collateral Manager's primary business consists of: (i) acting as collateral manager of U.S. and European CLOs, (ii) engaging in loan origination activities, and (iii) acting as the retention holder of retained risk in U.S. and European CLOs with respect to which it serves as collateral manager.

The Collateral Manager will perform advisory and certain administrative functions with respect to the Issuer under an agreement to be entered into on the Closing Date between the Issuer and the Collateral Manager (as amended from time to time, the "**Collateral Management Agreement**") relating to the management of the Collateral Obligations and the other Assets by the Collateral Manager on behalf of the Issuer. Pursuant to the terms of the Collateral Management Agreement, the Collateral Manager will select the Collateral Obligations, provide the Issuer with information regarding, and instruct the Trustee with respect to, any disposition or tender of any Collateral Obligations and investment in Eligible Investments, will monitor the Collateral Obligations and advise the Issuer with respect to the application of certain proceeds.

The Collateral Manager has limited prior operating history. However, Hans L. Christensen and Martin F. Davey (the "**Managers**"), both of whom will also be employed, simultaneously, by MJX Asset Management (in its capacity as Service Provider for the Collateral Manager, the "**Service Provider**"), will be employed by the Collateral Manager as Chief Executive Officer and Senior Managing Director, respectively, to perform portfolio selection and asset management functions. Biographical information regarding each of these individuals is set forth below. In addition, pursuant to an agreement, dated May 18, 2017, between the Collateral Manager and the Service Provider (the "**Services and Employee Sharing Agreement**"), the Service Provider (or one or more of its Affiliates) will make available (or cause one or more of its Affiliates to make available) to the Collateral Manager certain personnel, facilities and systems that may assist the Collateral Manager in conducting its business. Biographical information regarding the Service Provider's personnel that may be made available to the Collateral Manager to assist it in conducting its business is set forth below under "*The Service Provider*".

The Collateral Manager satisfies the conditions for "umbrella registration" set forth in the instructions to Form ADV and is included as a "relying adviser" on MJX Asset Management LLC's Form ADV and may therefore rely, and does rely, on MJX Asset Management LLC's registration as an investment adviser under the Investment Advisers Act.

The Service Provider and its Affiliates manage, and the Collateral Manager, the Service Provider and their respective Affiliates expect in the future to manage, client accounts and proprietary investments in addition to conducting activities in relation to the Issuer. In addition, certain Affiliates of the Collateral Manager have invested, and may in the future invest, in other investment vehicles. The Collateral Manager and any of its Affiliates may serve as a general partner, a managing member and/or investment manager of present and future investment vehicles, some of which have or may have investment objectives overlapping in certain respects with the Issuer. See "*Risk Factors—Relating to the Issuer and Its Service Providers—The Issuer will be subject to various conflicts of interest involving the Collateral Manager and its Affiliates*".

Neither the Trustee nor any holder of the Notes has recourse to the managing members, any Affiliate, or any officer, director, employee, partner or member of the Collateral Manager or any Affiliate thereof.

Investment Philosophy

The Collateral Manager is a credit-oriented investment management firm whose management philosophy is to minimize risks while achieving maximum returns on its investors' capital. The Collateral Manager believes that combining portfolio management disciplines with thorough and continual analysis of issuer viability is the best way of achieving this process and preserving capital through multiple business cycles. The Collateral Manager's investment strategy combines rigorous credit, market, and relative value analysis within the leveraged loan and high yield markets. The Collateral Manager operates a disciplined investment style that focuses on consistent, superior risk-adjusted returns in the bank loan market. Strong credit maintenance and attention to the credits in its portfolios on a continual basis contributes significantly to value-added performance.

Investment Process

The Collateral Manager investment process can be viewed in four steps: portfolio construction, investment evaluation, relative value analysis, and disciplined monitoring.

Portfolio Construction

Portfolio construction begins with the establishment of portfolio guidelines that are intended to provide a mechanism to monitor the optimal composition of the portfolio. The Collateral Manager carefully evaluates portfolio characteristics, including issuer and industry concentrations, credit quality, and leverage, to determine the recommended investment strategy. Portfolio reviews evaluate credit trends and highlight new risks and opportunities.

Investment Evaluation

Investment evaluation is the work of the industry sector specialists ("**Sector Specialists**") and credit analysts. Sector Specialists are assigned to each new investment opportunity and it is their responsibility to consider all relevant issues, using research and data from all available internal and external sources. Typically, the investment process involves the Sector Specialists reviewing a new issue-offering circular prior to an issuer meeting, perhaps querying the issuer's management team or underwriter with respect to identified credit concerns, undertaking fundamental credit analysis and, if satisfied with this information, preparing an investment memo.

The investment memo details deal summary and pricing and may include positive credit issues, credit risks and mitigants, opinion on management, industry standing and competitive landscape, key performance indicators and a recommendation. The memo is distributed to all investment professionals on the investment team. Approval to invest is subject to consensus from the investment team.

Key performance indicators for an investment are focused on and tracked by the responsible Sector Specialist throughout its holding in the portfolio. These key performance indicators are reviewed during quarterly industry reviews to identify deterioration or to update their relevance.

Relative Value Analysis

Relative value analysis is designed to ensure that a portfolio is positioned for improved risk-adjusted returns for a given risk level.

Disciplined Monitoring

In an effort to generate early warning indicators of deteriorating credit quality, the management team seeks to actively monitor the portfolio.

The investment process is similar for new issue and secondary market investment opportunities.

Key Personnel

Set forth below is information regarding the Managers. Biographical information regarding the Service Provider's personnel that may be made available to the Collateral Manager to assist it in conducting its business is set forth below under "*The Service Provider*".

***Hans L. Christensen**, Co-Founder, Chief Executive Officer and Chief Investment Officer*

Hans Christensen is the Co-Founder, Chief Executive Officer and Chief Investment Officer of MJX Asset Management. Prior to founding MJX Asset Management in November 2003, Mr. Christensen was Chief Investment Officer for the U.S. Leveraged Loan and High Yield asset management business of Barclays Bank PLC, New York Branch ("**Barclays**"). He joined Barclays in July 2001 to launch its U.S. Leveraged Loan and High Yield asset management business. Prior to joining Barclays, he was a Senior Portfolio Manager at Citibank since it formed its investment management team in 1993. Over his more than 17 years with Citibank, he was extensively involved in Citicorp's active bank loan portfolio management effort. Mr. Christensen was the Senior Portfolio Manager for the Alternative Investment Strategies unit of Citigroup ("**AIS**") where, since 1997, he was responsible for managing external leveraged loan and high yield portfolios, which included loan funds, a structured hybrid vehicle, a market value CDO and a cash flow CDO with total invested assets of over U.S.$2.5 billion. Since 1993, Mr. Christensen was the Senior Portfolio Manager responsible for Citibank's proprietary active portfolio management effort. This included initiating a portfolio investment process for bank loans, bonds and extensive use of credit derivatives for investment and hedging strategies. Previously, he was responsible for recruiting and developing Citibank's first centralized credit portfolio research staff, supervising 85 professionals in their preparation of issuer, industry and portfolio analysis, and recommending strategies for improving risk-adjusted portfolio performance for Citibank's North American credit risk portfolio. For six years prior, he was responsible for a corporate finance unit that developed, negotiated and syndicated numerous leveraged transactions and provided corporate finance advisory services for large corporate clients. Prior to joining Citibank in 1983, Mr. Christensen was a Relationship Manager and corporate finance professional with Bankers Trust Company. He started his banking career at Harris Trust and Savings Bank in Chicago. Mr. Christensen has 40 years of credit, banking and corporate finance experience. Mr. Christensen received his B.S. in Finance from Indiana University and his MBA in Finance from DePaul University.

***Martin F. Davey**, Co-Founder and Senior Portfolio Manager*

Martin F. Davey is the Co-Founder and Senior Portfolio Manager of MJX Asset Management. Prior to founding MJX Asset Management in November 2003, Mr. Davey was a Senior Portfolio Manager for Barclays. He joined Barclays in August 2001 to launch its U.S. Leveraged Loan and High Yield asset management business. Prior to joining Barclays, Mr. Davey was the Senior Portfolio Manager for Citigroup's AIS group and was directly responsible for actively managing a U.S.$2.0 billion continually-offered market value CLO, a position he held from 1997 until joining Barclays in August 2001. Previously, Mr. Davey was a Trader in Citicorp Securities' High Yield Bond Department, following his role as a Senior Analyst covering various industrial and retail sectors in the same High Yield Bond Department. Mr. Davey had eleven years of experience at Citibank, and 28 years of relevant experience. Mr. Davey received his B.A. in Economics and English from Williams College and his MBA in Finance from New York University's Stern School of Business. He is also a Certified Public Accountant (inactive).

THE SERVICE PROVIDER

The information appearing in this section has been prepared by the Service Provider and has not been independently verified by the Initial Purchaser or the Co-Issuers. Accordingly, notwithstanding anything to the contrary herein, none of the Issuer, the Co-Issuer, the Initial Purchaser or any other transaction party (other than the Collateral Manager and the Service Provider) assumes any responsibility for the accuracy, completeness or applicability of such information.

General

MJX Asset Management LLC, a Delaware limited liability company, will act as the Service Provider for the Collateral Manager pursuant to the Services and Employee Sharing Agreement, and in such capacity will be required to make available (or cause one or more of its Affiliates to make available) to the Collateral Manager certain personnel, facilities and systems that may assist the Collateral Manager in performing its obligations and duties under the Collateral Management Agreement and the Indenture.

The Service Provider was established specifically to manage investments in structured investment vehicles. The Service Provider's personnel have had significant experience in the asset management business, and in particular, with respect to managing leveraged loans and high yield bonds.

The Service Provider was formed on August 20, 2003 and is a Delaware limited liability company with its principal office located at 12 East 49th Street, 38th Floor, New York, New York 10017. The Service Provider is registered as an investment adviser under the Investment Advisers Act. Additional information regarding the Service Provider can be obtained from Part 2A of the Service Provider's most recent Form ADV. The Service Provider will, upon the request of any holder of the Notes, provide a copy of Part 2A of the Service Provider's most recent Form ADV to such holder.

Neither the Trustee nor any holder of the Notes has recourse to the managing members, any Affiliate, or any officer, director, employee, partner or member of the Service Provider or any Affiliate thereof.

Hans L. Christensen, Martin F. Davey and certain other investment professionals who are employees of the Service Provider will act as the collateral management team for the Assets (collectively, the "*Collateral Management Team*").

Key Personnel

Set forth below is information regarding certain Sector Specialists, portfolio managers, analysts and operations personnel who are expected to manage the Assets on behalf of the Collateral Manager, although such persons may not necessarily continue to hold such positions during the entire term of the Collateral Management Agreement.

***Hans L. Christensen**, Co-founder, Chief Executive Officer and Chief Investment Officer*

Please see "—The Collateral Manager" for Mr. Christensen's biography.

***Martin F. Davey**, Co-founder and Senior Portfolio Manager*

Please see "—The Collateral Manager" for Mr. Davey's biography.

***Kenneth G. Ostmann**, Managing Director and Sector Specialist*

Prior to joining MJX Asset Management in November 2003, Kenneth Ostmann was a Portfolio Manager for Barclays. He joined Barclays in January 2002. Prior to that, Mr. Ostmann was a Vice President for the Private Securities unit of Alliance Capital where he was responsible for investments in private placement transactions and leveraged loans for high yield and collateralized debt obligation vehicles. He also managed a portfolio of investments in the aerospace/defense and transportation sectors. Prior to joining Alliance, Mr. Ostmann worked with Mr. Christensen at Citibank as part of the portfolio management team. A former Naval Flight Officer and U.S. Navy

veteran, Mr. Ostmann received his B.S. in Engineering from the University of Pennsylvania and his MBA in Finance from the Yale School of Management.

***Atha Baugh**, Managing Director and Sector Specialist*

Prior to joining MJX Asset Management in August 2004, Atha Baugh was a Vice President/Bank Debt Analyst in the Leveraged Finance group of Credit Suisse First Boston ("*CSFB*"). As an analyst at CSFB, Mr. Baugh was responsible for credit research on actively traded bank debt. In addition, he was responsible for the credit review of clients' assets included in CDO/CLO warehouse vehicles. Prior to CSFB, Mr. Baugh was a Bank Debt and Distressed Debt research analyst for Barclays Capital's Syndicated Loan Group (July 1997 through December 1998). Mr. Baugh began his research career at Citicorp Securities where he completed rotations in the Syndicated Loan and High Yield Research Groups from 1994 to 1997. During his career, Mr. Baugh has covered numerous industries including Chemicals, Steel, Auto Suppliers, Healthcare, Restaurants and Hotels. Other experiences include Senior Auditor at the First National Bank of Chicago where his responsibilities included leading internal audits of acquired banks. Mr. Baugh graduated from Morehouse College earning a Bachelor of Arts with a Concentration in Accounting and Clark Atlanta University with an MBA in Finance.

***Frederick H. Taylor**, Managing Director and Head of Research and Distressed Investment*

Prior to joining MJX Asset Management in 2007, Fred Taylor was a Senior Research Analyst for Lord Abbett & Co. covering high yield. Mr. Taylor has extensive experience in the high yield market, beginning in the late 1980's as a Senior High Yield Analyst at Salomon Brothers where he was named an Institutional Investor All-American. Following 10 years at Salomon Brothers, Mr. Taylor has held several senior high yield positions including Head of High Yield Research at Schroders and Company, Global Head of High Yield Research for Barclays Capital and Head of High Yield Research at Fleet Security until 2004. He began his career as a Relationship Manager at Bank of America. Mr. Taylor received his BS in Economics from Guilford College and his MBA in Finance from Boston College Graduate School of Management.

***Thomas P. Finn**, Chief Legal and Compliance Officer*

Prior to joining MJX Asset Management in May 2006, Thomas Finn was US Market Region Counsel for the Citigroup Private Bank for more than ten years where, among other things, he served as legal counsel to the Private Bank in connection with the structuring and management of CDOs. Mr. Finn joined Citigroup in 1986 as Associate General Counsel—Mergers & Acquisitions and subsequently served as General Counsel of Citicorp POS Information Services, Inc. and Citicorp Card Acceptance Services, Inc. Prior to joining Citigroup, Mr. Finn engaged in the private practice of law as a partner in the firm of Hale Russell & Gray where he specialized in corporate and securities work. Mr. Finn received his BA from Manhattan College and holds a JD from Villanova University School of Law and LL.M from New York University School of Law.

***Pierre Batrouni**, CFO/Head of Operations*

Prior to joining MJX Asset Management in 2007, Peter Batrouni was manager of Merrill Lynch's LCD Loan Documentation and Operations Department where he was responsible for all loan documentation and settlement for primary and secondary, par and distressed, US and European loan support. Mr. Batrouni has extensive experience in bank loan and securities operations and management, including Manager of Citigroup's LCD Loan Documentation and Operations Department covering New York, London and Hong Kong, Manager of Operations at WestLB, General Partner and Manager of Operations for Columbus Advisors, a hedge fund, and Swap Support at Bankers Trust Company. Mr. Batrouni attended St. John's University and Staten Island College.

***Thomas Vannatta**, Executive Director and Senior Portfolio Manager*

Prior to joining MJX Asset Management in 2007, Thomas Vannatta was an Executive Director at Brightwater Capital, where he served as a senior Investment Committee member specializing in asset backed securities and CLO tranches. Prior to joining Brightwater, Mr. Vannatta was an asset backed securities analyst in the Global Financial Markets Portfolio Management Unit of WestLB. Prior thereto, he was an associate of the Prudential Insurance Company working in the Pension and Insurance group. He began his career working at Bloomberg Financial Markets. Mr. Vannatta holds a B.S. in Accounting from William Paterson University.

***Simon Yuan**, Managing Director and Portfolio Manager*

Prior to joining MJX Asset Management in January 2004, Simon Yuan worked as a financial analyst at AXA Financial. He joined AXA in 2002 where he used statistical models to analyze historical trends and develop forecasts. Along with a team of senior financial analysts, Mr. Yuan assisted in constructing hypothetical illustrations for client portfolios. Mr. Yuan graduated from New York University with a BA in Economics and Psychology.

***David F. Harrington**, Managing Director and Sector Specialist*

Prior to joining MJX Asset Management in 2007, Mr. Harrington was a Managing Director at Brightwater Capital Management, LLC, a registered investment advisor which specialized in the management of diversified structured finance securities including residential and commercial MBS, consumer and commercial ABS, CLOs and other securitized products. Prior thereto, Mr. Harrington was Managing Director of ING Barings (US) Capital LLC responsible for investing, trading, hedging and funding requirements of a $2 billion commercial paper and two term-funded structures that totaled approximately $908 million of AUM. Prior to joining ING/BBL in 1993, Mr. Harrington spent twelve years in the leveraged leasing business primarily with Bank of America. He began his career at Price Waterhouse. Mr. Harrington graduated from Yale University with a B.A. in History. He is a Certified Public Accountant (inactive).

***John Calaba**, Managing Director and Sector Specialist*

Prior to joining MJX Asset Management in July 2004, John Calaba was an Analyst/Consultant for the Liberty Mutual Group. He joined Liberty in 2001 where he performed a wide variety of analytics tasks, which ranged from analyzing the credit and liquidity profiles of potential policyholders to managing the profitability of a portion of the premium portfolio. Mr. Calaba also participated in the structuring of offshore captive risk management programs and arranged alternative risk financing for clients. Mr. Calaba graduated from New York University with a BA in Economics.

***Lewis I. Brown**, Executive Director and Head Trader*

Prior to joining MJX Asset Management in early 2007, Mr. Brown participated in the analyst program at the Federal Reserve Bank of New York where he worked on a wide range of projects. Mr. Brown is a 2005 graduate of New York University's Stern School of Business where he received his B.S. in Finance & International Business. Mr. Brown received his Chartered Financial Analyst (CFA) designation in 2011.

***Lex Ng-To**, Managing Director and Portfolio Manager*

Prior to joining MJX Asset Management, Mr. Ng-To was a Financial Analyst at Morgan Stanley. Mr. Ng-To graduated from Leonard N. Stern School of Business at New York University with a B.S. in Finance and Marketing.

***Elizabeth A. Burnett**, Managing Director/Loan Closing*

Prior to joining MJX Asset Management in April 2007, Elizabeth Burnett was Manager for par and distressed closings at Merrill Lynch, responsible for all aspects of secondary trading and settlements, loan administration and portfolio management support. She was previously a business analyst at the Bank of New York Alternative Investments services. Ms. Burnett was also a consultant for Merrill Lynch and Silver Point Capital in their secondary market closing/administration areas. She was also a consultant for GoldenTree Asset Management as a business analyst in the technology area. From 1998 until 2001, Ms. Burnett was Assistant Vice President at Credit Suisse/DLJ for loan syndications and agency areas in bank loans. From 1991 until 1998, she was a Loan Administrator at SBC Warburg Ms. Burnett began her career in 1985 at Manufacturers Hanover Trust. Ms. Burnett's concentration of studies at Baruch College, City University of New York was International Marketing.

***Kentay Miller**, Executive Director and Head of Structured Finance*

Prior to joining MJX Asset Management in 2006, Kentay Miller was a Compliance and Operations Associate for SilverPoint Capital Management where he was instrumental in the transfer of U.S.$2.6 billion in assets to new CDO Funds and provided portfolio liquidity projections and compliance verification for 5 CDOs. Previously, Mr. Miller

was a Relationship Manager at JPMorgan Chase & Co. in Houston Texas, responsible for 9 CDOs including 4 CDOs, 2 CLOs, 2 CBOs and one Project Finance CDO. Mr. Miller attended University of Houston.

***Sean O. Dougherty**, Managing Director and Legal Counsel*

Prior to joining MJX Asset Management in March 2017, Mr. Dougherty had extensive experience working in various roles in the CLO industry. Mr. Dougherty was the General Counsel and an initial member of CIFC's management team, where he structured and closed seven CLOs and twelve foreign and domestic warehouse facilities. He also developed and managed their compliance policies and procedures as well as their back office and reporting capabilities. In addition, Mr. Dougherty was a Director in S&P's CLO Rating Group, an associate in Mayer Brown's structured finance practice group, and started his career at Price Waterhouse in the Audit Group. Mr. Dougherty received his BS in accounting from Duquesne University and his JD (with High Distinction) from the University Of Iowa College Of Law. He is a Certified Public Accountant (inactive).

THE RETENTION HOLDER AND THE SECURITISATION REGULATIONS

The information in this section includes a summary of certain provisions of the Risk Retention Letter which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement. The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Initial Purchaser or the Co-Issuers. The Initial Purchaser and the Co-Issuers assume no responsibility for the accuracy, completeness or applicability of such information.

Securitisation Regulations

MJX Venture Management II LLC (which is the Collateral Manager) will act as Retention Holder for the purposes of the Securitisation Regulations (subject to the rights granted to the creditors under the Retention Financing). The description of the Retention Holder is set out in the "Collateral Manager" section of this Offering Circular.

On the basis of the paragraphs below, and the undertakings, representations, warranties and acknowledgements to be given by the Retention Holder set out below, the Retention Holder reasonably believes that it is an "originator" for the purposes of the Securitisation Regulations.

Other than the representations and covenants summarized below, which representations and covenants will be contained in the Risk Retention Letter, the Retention Holder makes no representation nor gives any undertaking as to whether it satisfies the description of "originator" for the purposes of the Securitisation Regulations.

The terms of such originations and sales to the Issuer are further described below under "*—Origination of Collateral Obligations.*"

The Risk Retention Letter

On the Closing Date, the Retention Holder will execute the Risk Retention Letter (the "**Risk Retention Letter**") addressed to, and agreed with, the Issuer, the Trustee (for the benefit of the Holders), the Collateral Administrator and the Initial Purchaser.

Under the Risk Retention Letter, the Retention Holder will (subject to the rights granted to the creditors under the Retention Financing):

(a) undertake to subscribe for and hold, on an ongoing basis for as long as any Notes are outstanding, a material net economic interest in the Notes comprised of not less than 5.0% of the Aggregate Outstanding Amount of each Risk Retention Tranche of the Notes in accordance with paragraph (a) of Article 6(3) of each of the Securitisation Regulations (as in effect on the Closing Date) (such portion of the Notes is referred to herein as the "**Retention Notes**");

(b) agree not to sell, transfer, hedge or otherwise mitigate its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Obligations, except to the extent permitted in accordance with the Securitisation Rules;

(c) agree (i) on or prior to the Closing Date, to take such further action, provide such information and enter into such other agreements as may reasonably be required to satisfy the EU/UK Risk Retention Requirements (other than an additional investment of cash) and (ii) following the Closing Date, to provide such information in the possession of the Retention Holder as may be reasonably required to satisfy the EU/UK Risk Retention Requirements, to the extent the same is not subject to a duty of confidentiality; provided that in no circumstances shall the Retention Holder be construed under this paragraph (c) as required to provide any disclosure in accordance with Article 7 of the EU Securitisation Regulation or the UK Securitisation Regulation, and none of the Issuer, the Co-Issuer, the Retention Holder, the Collateral Manager, the Service Provider or the Trustee are required under the Indenture to make available the information required by Article 7 of the EU Securitisation Regulation or the UK Securitisation Regulation nor provide any reporting other than as described in this Offering Circular and the Indenture. The foregoing shall not restrict the Retention Holder or other person from, if it so chooses in its sole discretion, agreeing to provide any particular holder any particular reporting or other documentation;

(d) agree that, in relation to every Collateral Obligation that it sells or transfers to the Issuer on the Closing Date:

(i) it, either itself or through related entities, directly or indirectly, will be involved or become involved in the original agreement which created or will create such obligation; or

(ii) it purchased or will purchase such Collateral Obligation for its own account prior to selling such obligation to the Issuer;

(e) represent that it has (in its reasonable belief) established and is managing the securitisation scheme contemplated by the Transaction Documents;

(f) represent that it is not an entity that has been established or that operates for the sole purpose of securitizing exposures for the purposes of the EU Securitisation Regulation or the UK Securitisation Regulation;

(g) agree to confirm in writing (the "**Retention Compliance Confirmation**") its continued compliance with the covenants set out at paragraphs (a), (b) and (d) above to the Trustee, the Issuer and the Collateral Administrator (A) upon request by any of such parties and (B) on a monthly basis not later than the relevant determination date for each monthly report and distribution report of the Issuer. Such written confirmation will be by way of electronic mail (such Retention Compliance Confirmation will be included in the Issuer's monthly reports and distribution reports and will be made available by the Issuer to actual and prospective investors in the Notes upon request);

(h) agree that it shall immediately notify the Issuer, the Trustee and the Collateral Administrator in writing (which may be by way of email) if for any reason: (i) it ceases to hold the Retention Notes in accordance with paragraph (a) above or (ii) it fails to comply with the covenant set out in paragraph (b) above in any material respect; and

(i) represent that, on the Closing Date, the CM Originated Assets have an aggregate principal amount equal to at least 5% of the Target Initial Par Amount.

With regard to the Class A-1 Notes, the Retention Holder will retain only Class A-1F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-1 Notes as a whole; with regard to the Class A-2 Notes, the Retention Holder will retain only Class A-2F Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class A-2 Notes as a whole; and, with regard to the Class B Notes, the Retention Holder will retain only Class BF Notes representing not less than 5.0% of the Aggregate Outstanding Amount of all of the Class B Notes as a whole.

The Retention Holder may resign or be removed as Collateral Manager under the Collateral Management Agreement in the circumstances described under "*The Collateral Management Agreement*" below. If a successor Collateral Manager is appointed in accordance with the terms of the Collateral Management Agreement or the Collateral Manager is to assign, delegate or transfer any rights or obligations to another Person pursuant to the Collateral Management Agreement (as described under "*The Collateral Management Agreement*" below), then the Collateral Manager, in its capacity as Retention Holder, may (but will be under no obligation to) transfer the Retention Notes (at a price agreed between the parties to such sale) to a replacement collateral manager appointed under the Collateral Management Agreement provided that such transfer would not cause the transaction described in this Offering Circular to cease to be compliant with the Securitisation Rules, as evidenced by an opinion or memorandum of counsel addressed to the Issuer, the Trustee, the Initial Purchaser and the Collateral Administrator.

Notwithstanding clauses (a) and (b) above, if permitted in accordance with the Securitisation Rules, the Retention Holder may elect to change the capacity in which it holds the Retention Notes.

The Issuer, the Trustee, the Collateral Administrator and the Initial Purchaser are each addressees of the Risk Retention Letter solely for the purposes of obtaining the benefit of the representations, warranties, covenants and

undertakings contained therein and under no circumstances shall any of them be deemed to have undertaken any obligations thereunder or by virtue of their entry into the Risk Retention Letter.

On the Closing Date, the Retention Holder intends to enter into the Retention Financing in order to obtain financing for the acquisition of the Retention Notes from one or more third party creditors. It is expected that any such financing would be secured by the Retention Notes. The term of any such financing may be shorter than the term of the transaction described in this Offering Circular and such financing transaction may result in the transaction described herein failing to satisfy the Securitisation Rules. For further details, see "*The Retention Financing*" and "*Risk Factors—Relating to Regulatory and Other Legal Considerations—The Retention Financing May Result in the Transaction Failing to Satisfy the Securitisation Rules*".

Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction is sufficient to comply with the Securitisation Rules or any other regulatory requirement in connection therewith. None of the Issuer, the Collateral Manager, the Service Provider, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the Securitisation Rules or any other applicable legal, regulatory or other requirements in connection therewith.

Prospective investors should consider the discussion in "*Risk Factors—Relating to Regulatory and Other Legal Considerations—EU and UK Securitisation Regulations may affect the liquidity and performance of the Notes*" above.

Originator Requirement

By way of background, the definition of an "originator" in Article 2(3) of each of the Securitisation Regulations refers to an entity which:

(a) itself or through related entities, directly or indirectly, was involved in the original agreement which created the obligations or potential obligations of the debtor or potential debtor giving rise to the exposures being securitised; or

(b) purchases a third party's exposures on its own account and then securitises them.

Article 3(1)(4) of the Delegated Regulation (EU) No. 625/2014 (which, pursuant to the EU Securitisation Regulation, shall apply in respect of the EU Risk Retention Requirements until the Final Draft RTS are adopted for the purposes of the EU Securitisation Regulation) and Delegated Regulation (EU) No. 625/2014 as it forms part of UK domestic law by virtue of the EUWA provide that, where the securitised exposures are created by multiple originators (as is the case in a managed CLO, where assets are acquired from numerous sellers in the market), the retention requirements may be fulfilled in full by a single originator in circumstances where the relevant originator has established and is managing the scheme.

Article 6(1) of the EU Securitisation Regulation provides that an entity shall not be considered to be an "originator" where the entity has been established or operates for the sole purpose of securitising exposures. Article 2(7) of the Final Draft RTS sets out a number of criteria which are required to be taken into account for the purposes of assessing whether an entity has been established or operates for the sole purpose of securitising exposures, including (among other things) that the entity has a strategy and the capacity to meet payment obligations consistent with a broader business model that involves material support from capital, assets, fees or other income, by virtue of which the entity does not rely on the securitised exposures, the retained interest or corresponding income from such exposures and interests as its “sole or predominant” source of revenue. The Retention Holder was established in 2017 and its primary business consists of (i) acting as collateral manager of U.S. and European CLOs, (ii) engaging in loan origination activities and (iii) acting as the retention holder of retained risk in U.S. and European CLOs with respect to which it serves as collateral manager. The Retention Holder is currently acting as collateral manager for eight CLOs and receives collateral management fees for each such CLO. In addition, the Retention Holder retains an equity investment in each CLO with respect to which it holds risk retention. See "*The Collateral Manager*". Although the Retention Holder believes that it qualifies as an "originator" under the Final Draft RTS, based, in part, on its operating

history, fee revenue, ownership of equity investments in its managed CLOs and the nature of its retention investment financing structure (which includes a cross collateralization feature), prospective investors are responsible for analyzing their own regulatory position and should consult with their own investment and legal advisors, regarding the application of and compliance with any applicable due diligence requirements or other applicable regulations and the suitability of the notes for investment.

Origination of Collateral Obligations

The Issuer has accurately reproduced the information contained in this section entitled "The Retention Holder and the Securitisation Regulations—Origination of Collateral Obligations" from information provided to it by the Collateral Manager but it has not independently verified such information. The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Issuer, the Initial Purchaser, the Trustee, the Collateral Administrator or any other party and none of such Persons assumes any responsibility for the accuracy, completeness or applicability of such information.

The Collateral Manager, in order to qualify as an "originator" for the purposes of the Securitisation Regulations, will enter into the Conditional Sale Agreement with the Issuer (the "**Conditional Sale Agreement**"), pursuant to which the Collateral Manager will agree, subject to the two following sentences, to purchase from the Issuer certain assets identified by the Collateral Manager that have an aggregate principal amount equal to at least 5% of the Target Initial Par Amount (each, a "**CM Originated Asset**" and collectively, the "**CM Originated Assets**"). The Collateral Manager will agree to purchase such CM Originated Assets from the Issuer for its own account on the Closing Date (which is at least 15 Business Days after the date of identification of such CM Originated Assets) if certain terms and conditions are satisfied, including that such CM Originated Assets are defaulted or otherwise fail to meet any applicable criteria for Collateral Obligations on the date occurring 15 Business Days after such date of identification. Any such purchase by the Collateral Manager from the Issuer shall be at the price for such CM Originated Asset set forth in the Conditional Sale Agreement; provided that, for the avoidance of doubt, the obligation of the Retention Holder to purchase any CM Originated Asset shall terminate following the end of such 15 Business Day period.

THE COLLATERAL MANAGEMENT AGREEMENT

General

The Issuer and the Collateral Manager will enter into the Collateral Management Agreement pursuant to which the Collateral Manager will perform certain administrative and advisory duties on behalf of the Issuer. Pursuant to the terms of the Collateral Management Agreement, and in accordance with the requirements set forth in the Indenture, the Collateral Manager will select all of the Collateral Obligations and Eligible Investments and will instruct the Trustee with respect to any acquisition, management, disposition or sale of a Collateral Obligation or Eligible Investment. The Collateral Manager will, among other things, have the right, on behalf of the Issuer, to vote or refrain from voting with respect to any Collateral Obligation and to exercise any other rights or remedies with respect thereto consistent with the terms of the Indenture. Neither Jefferies nor any of its affiliates will select any of the Collateral Obligations.

Pursuant to the terms of the Collateral Management Agreement, the Collateral Manager will monitor the Assets and provide the Issuer with certain information with respect to the composition and characteristics of the Collateral Obligations, any disposition or tender of a Collateral Obligation, the reinvestment of the proceeds of any such disposition in Eligible Investments and with respect to the retention of the proceeds of any such disposition or the application thereof toward the purchase of additional Collateral Obligations.

Compensation of the Collateral Manager

As compensation for the performance of its obligations as Collateral Manager, the Collateral Manager will be entitled to receive a fee, which will accrue quarterly in arrears on each Payment Date (prorated for the related Interest Accrual Period), in an amount equal to the sum of (i) 0.15% *per annum* (calculated on the basis of a 360-day year and the actual number of days elapsed during the applicable Interest Accrual Period) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date (the "**Senior Collateral Management Fee**"), (ii) 0.165% *per annum* (calculated on the basis of a 360-day year and the actual number of days elapsed during the applicable Interest Accrual Period) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date (the "**Subordinated Collateral Management Fee**"), and (iii) an amount equal to, as applicable on such Payment Date, (x) the sum of 20% of any remaining Interest Proceeds, if any, distributable pursuant to clause (U)(x) of the Priority of Payments as described in "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and 20% of any remaining Principal Proceeds, if any, distributable pursuant to clause (R)(x) of the Priority of Payments as described in "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" or (y) 20% of any remaining Interest Proceeds, if any, and Principal Proceeds distributable pursuant to clause (R)(x) of the Special Priority of Payments as described in "*Description of the Notes—Priority of Payments*" (such payments described in clause (iii), collectively, the "**Incentive Collateral Management Fee**" and, together with the Senior Collateral Management Fee and the Subordinated Collateral Management Fee, any deferred Senior Collateral Management Fees, and deferred Subordinated Collateral Management Fees and any interest accrued on any deferred Subordinated Collateral Management Fees, the "**Management Fee**").

The Collateral Manager may, in its sole discretion, but subject to any restrictions in the documentation governing the Retention Financing, elect to irrevocably waive payment of any or all of any Management Fee otherwise due on any Payment Date by notice to the Issuer, the Collateral Administrator and the Trustee no later than the Determination Date immediately prior to such Payment Date (the amount so waived, the "**Redirected Fee Interest**"). An amount equal to or less than the Redirected Fee Interest for any Payment Date may, at the sole discretion of the Collateral Manager, be applied to a Permitted Use in accordance with the definition of such term. Any such Management Fee, to the extent waived, will not thereafter become due and payable and any claim of the Collateral Manager therein will be extinguished.

The Collateral Manager may in its sole discretion elect to defer payment of all or a portion of the Subordinated Collateral Management Fee otherwise payable on any Payment Date by providing written notice to the Trustee and the Collateral Administrator of such election at least five Business Days prior to such Payment Date. The Collateral Manager may elect to receive payment of all or any portion of the deferred Subordinated Collateral Management Fee (including interest accrued thereon) on any Payment Date to the extent of funds available to pay such amounts as described in "*Summary of Terms—Priority of Payments*" by providing notice to the Trustee and the Collateral Administrator of such election and the amount of such fees to be paid on or before three Business Days preceding

such Payment Date. Any deferred Subordinated Collateral Management Fee (whether deferred as the result of the operation of the Priority of Payments or the Collateral Manager's voluntary forbearance of receipt) will accrue interest at a *per annum* rate equal to the Benchmark *plus* 0.30% for the period from (and including) the date on which such Subordinated Collateral Management Fee is payable through (but excluding) the date of payment thereof (calculated on the basis of a year of 360 days and the actual number of days elapsed during the applicable Interest Accrual Period). For the avoidance of doubt, the Collateral Manager may not voluntarily defer payment of all or a portion of the Senior Collateral Management Fee due on any Payment Date.

If and to the extent that there are insufficient funds to pay any Senior Collateral Management Fee or Subordinated Collateral Management Fee in full on any Payment Date, the amount due and unpaid will be deferred without interest (except in the case of a deferral of any Subordinated Collateral Management Fee) and will be payable on such later Payment Date on which funds are available in accordance with the Priority of Payments.

Except as otherwise provided in the proviso below and the Collateral Management Agreement, the Collateral Manager shall be responsible for its own expenses incurred in the performance of its obligations under the Collateral Management Agreement, including the expenses and fees of any third party to whom the Collateral Manager has delegated any of its duties under the terms of the Collateral Management Agreement; *provided*, *however*, that the Collateral Manager shall not be responsible for (i) any fees, expenses or other amounts payable to the Rating Agencies, the Collateral Administrator, the Trustee, the Independent accountants appointed under the Indenture or any other accountants, (ii) any fees and expenses incurred by it to employ, and any fees and expenses associated with, outside lawyers or consultants necessary in connection with the performance of its obligations under the Collateral Management Agreement, including in connection with the default, restructuring or enforcement of any Collateral Obligation, (iii) the fees and expenses of employing, and any fees and expenses associated with, outside lawyers to provide advice in connection with the performance of the Collateral Manager's obligations under the Collateral Management Agreement, (iv) the fees and expenses of any other legal advisers, including, without limitation, outside lawyers, consultants, or other professionals retained by the Issuer or the Collateral Manager on behalf of the Issuer in connection with the services provided by the Collateral Manager pursuant to the Collateral Management Agreement including, without limitation, legal due diligence and documentation reviews and other reviews in connection with such transactions, whether proposed transactions or transactions which are, in fact, consummated, (v) portfolio related expenses which may include expenses related to asset pricing and other services, record keeping, portfolio due diligence and surveillance, legal and regulatory compliance, litigation, third party services including brokerage commissions, custodial fees, bank service fees, and withholding and asset transfer, clearing and settlement fees or (vi) any other reasonable fees and expenses associated with the Issuer's investment activities and operations; *provided* that the Collateral Manager will allocate fees and expenses to the Issuer and any other clients of the Collateral Manager, as appropriate and in a manner the Collateral Manager determines to be equitable. Any expenses of the Collateral Manager in the performance of its duties under the Collateral Management Agreement that the Collateral Manager is not responsible for shall be reimbursed by the Issuer to the extent funds are available therefor in accordance with and subject to the Priority of Payments and the other limitations contained in the Indenture.

Liability of the Collateral Manager

The Collateral Manager will perform its duties and functions under the Collateral Management Agreement, the Collateral Administration Agreement and the Indenture with reasonable care and in good faith using a degree of skill and attention no less than that which the Collateral Manager exercises with respect to comparable assets that it manages for itself and others having similar investment objectives and restrictions, and in a manner consistent with the degree of skill and attention exercised by reasonable and prudent institutional managers of assets of the nature and character of the Assets, except as expressly provided otherwise in the Collateral Management Agreement or the Indenture. In no event will the Collateral Manager be (i) liable or responsible for the performance of the Collateral Obligations contained in the Assets, (ii) obligated to perform any other duties other than as specified in the Collateral Management Agreement or in the Indenture as to be performed by the Collateral Manager or (iii) obligated to pursue any particular investment strategy or opportunity with respect to Collateral Obligations. Notwithstanding anything to the contrary contained in the Collateral Management Agreement, in the Indenture or in any other Transaction Document, the Collateral Manager or any Affiliate of the Collateral Manager or any of their respective directors, managers, officers, members, equity holders, advisors, attorneys, agents or employees will not be liable to the Co-Issuers, the Trustee, Jefferies or any holders of the Notes, or any other Person for any liability that arises out of or in connection with the Transaction Documents, including the performance by the Collateral Manager of its duties under the Collateral Management Agreement and the Indenture, except by reason of a Collateral Manager Breach; *provided*

that nothing in the Collateral Management Agreement will constitute a waiver of any non-waivable rights which the Issuer may have under applicable United States federal securities laws. In addition, any obligation the Collateral Manager has to avoid causing the Issuer or the Co-Issuer to be treated as engaged in trade or business within the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal income tax on a net basis, subject to certain limitations, shall be deemed to be satisfied by complying with the Tax Guidelines attached to the Collateral Management Agreement, except to the extent that an authorized officer of the Collateral Manager actually knows (at the time the relevant action is taken or failure to act occurs, when considered in light of the other activities of the Issuer) that (a) there has been a change in law, or the interpretation thereof, after the Closing Date that is relevant to such action or failure to act and (b) as a result of such change, such action or failure to act would cause the Issuer to be engaged, or deemed to be engaged, in a trade or business within the United States for U.S. federal income tax purposes or otherwise to be subject to U.S. federal income tax on a net basis notwithstanding compliance with the Tax Guidelines, it being understood that the Collateral Manager shall have no affirmative obligation to monitor or investigate changes in U.S. tax laws.

Pursuant to the terms of the Collateral Management Agreement, the Issuer will indemnify and hold harmless the Collateral Manager and its Affiliates and their respective directors, managers, officers, stockholders, members, partners, agents and employees (each, a "**Company Indemnified Party**") from and against any and all losses, claims, damages, judgments, assessments, costs or other liabilities (collectively, "**Liabilities**"), and will, at the Company Indemnified Party's direction, promptly pay or reimburse each such Company Indemnified Party for all reasonable fees and expenses (including reasonable fees and expenses of counsel) as such fees and expenses (collectively, the "**Expenses**") are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation with respect to any pending or threatened litigation (each, an "**Action**" and collectively, the "**Actions**"), caused by, or arising out of or in connection with (i) the issuance of the Notes, (ii) the Assets or business of the Issuer, the Co-Issuer or any Issuer Subsidiary or otherwise in connection with the transactions contemplated by the Transaction Documents or (iii) any action taken by, or any failure to act by, any Company Indemnified Party in respect of its obligations under the Collateral Management Agreement or the Indenture that has not been determined in a final nonappealable judgment by a court of competent jurisdiction to constitute bad faith, willful misconduct, gross negligence or reckless disregard of its obligations under the Collateral Management Agreement or the Indenture; *provided*, *however*, that no Company Indemnified Party will be indemnified for any Liabilities or Expenses (x) it incurs as a result of any act or omission by any such Company Indemnified Party which constitutes bad faith, willful misconduct, gross negligence or reckless disregard of the obligations of the Collateral Manager under the Collateral Management Agreement or the Indenture or (y) it incurs with respect to the Collateral Manager Information that contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (the matters referred to in clauses (x) and (y) collectively, "**Collateral Manager Breaches**"). The obligations of the Issuer to indemnify any Company Indemnified Party for any Liabilities and Expenses will be payable solely out of the Assets in accordance with the Priority of Payments.

Pursuant to the terms of the Collateral Management Agreement, the Collateral Manager will indemnify and hold harmless the Issuer, the Co-Issuer, the Trustee, the Collateral Administrator, Jefferies and its affiliates, and each of their respective directors, managers, officers, stockholders, members, partners, agents and employees (each, a "**Collateral Manager Indemnified Party**") from and against any and all Liabilities, and will, at the Collateral Manager Indemnified Party's direction, promptly pay or reimburse each such Collateral Manager Indemnified Party for all Expenses as such Expenses are incurred in investigating, preparing, pursuing or defending any Actions, caused by, or arising out of or in connection with a Collateral Manager Breach.

In the Collateral Management Agreement, the Issuer will agree, subject to certain customary exceptions, not to file a petition in bankruptcy against the Collateral Manager prior to the date that is one year and one day (or if longer, any applicable preference period plus one day) after the payment in full of all Notes and payment of all obligations of the Collateral Manager that have been rated upon issuance by any rating agency at the request of the Collateral Manager.

Amendment, Delegation and Conflicts of Interest

The Collateral Management Agreement may be amended only by an agreement in writing executed by the parties to the Collateral Management Agreement and upon (a) obtaining the consent of (i) a Majority of the Subordinated Notes and (ii) a Majority of the Controlling Class and (b) providing prior written notice to the Rating Agencies;

provided that, if a Majority of the Subordinated Notes or a Majority of the Controlling Class, as applicable, does not expressly refuse such consent within 15 days from the day it has received notice of such proposed amendment, a Majority of the Subordinated Notes or a Majority of the Controlling Class, as applicable, will be deemed to have consented to such amendment; *provided, further*, that no consent referred to in clause (a) above will be required for an amendment or modification to comply with any changes in law, to cure any ambiguity, to correct or supplement any provision therein or to make any other provisions with respect to matters or questions arising under the Collateral Management Agreement which will not be inconsistent with the provisions thereof or of the Indenture (as evidenced by an opinion of counsel acceptable to the Issuer, which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering the opinion); *provided*, *further*, that the Tax Guidelines may be amended in accordance with certain provisions set forth therein without obtaining the consents required under clause (a) above or providing the notice required under clause (b) above.

The Indenture places significant restrictions on the Collateral Manager's ability to buy and sell Collateral Obligations, and the Collateral Manager is required to comply with these restrictions contained in the Indenture. Accordingly, during certain periods or in certain specified circumstances, the Collateral Manager may be unable to buy or sell obligations or to take other actions which it might consider in the best interest of the Issuer and the holders of Notes, as a result of the restrictions set forth in the Indenture.

On and after the Closing Date, the Collateral Manager will not direct the Trustee or the Issuer to engage in any transaction (other than an agency cross transaction permitted under the Collateral Management Agreement) in which the Collateral Manager determines, in its sole discretion, that the Issuer's consent to an actual or potential conflict of interest is necessary or advisable under applicable law (including, without limitation, Section 206(3) of the Investment Advisers Act and the rules and regulations promulgated thereunder), by reason of the involvement of the Collateral Manager or an Affiliate of the Collateral Manager or otherwise unless the prior written consent of the Issuer has been obtained.

The Collateral Manager will not direct the Trustee to engage in any agency cross transaction for the Issuer that requires the Issuer's consent pursuant to Section 206(3) of the Investment Advisers Act and the rules and regulations promulgated thereunder unless the terms of such transaction are determined and executed on an arm's-length basis. For purposes of this paragraph and the immediately preceding paragraph, "agency cross transaction for the Issuer" has the meaning assigned in Rule 206(3)-2(b) under the Investment Advisers Act to the term "agency cross transaction for an advisory client." The Collateral Manager hereby advises the Issuer that, with respect to agency cross transactions, the Collateral Manager or any other Person relying on Rule 206(3)-2 will act as broker for, receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding both parties to such transactions.

The Collateral Manager may employ third parties (including Affiliates, attorneys and financial advisors) to render assistance to the Issuer and to perform any of its duties under the Collateral Management Agreement (including pursuant to the Services and Employee Sharing Agreement), other than any services related to asset selection or trade execution duties; *provided* that the Collateral Manager will not be relieved of any of its duties under the Collateral Management Agreement regardless of the performance of any services by third parties.

Removal, Resignation and Replacement of the Collateral Manager

The Collateral Manager may be removed for cause upon 10 days' prior written notice by the Issuer or the Trustee, at the direction of the holders of at least (i) a Majority of the Controlling Class or (ii) a Majority of the Subordinated Notes. Simultaneous with any direction to the Issuer under (i) or (ii) above, the holders of the relevant Class or Classes of Notes will give to the Issuer a written statement setting forth the reason for such removal (the "**Statement of Cause**"). Notice of such removal for cause will be given by or on behalf of the Issuer to the holders of each Class of Notes. For purposes of determining whether the holders of the required percentage of the Aggregate Outstanding Amount of the Notes outstanding have given notice of removal of the Collateral Manager for cause, Collateral Manager Notes will be disregarded and deemed to be not outstanding. No such removal will be effective until (A) the date as of which a successor Collateral Manager has agreed in writing to assume (x) all of the Collateral Manager's duties and obligations accruing on and after the date of such agreement, pursuant to the Collateral Management Agreement, and as specified in the Indenture and (y) all of the Collateral Manager's obligations to direct payment of the Supplemental Management Fee pursuant to the Instruction Letter and (B) the Statement of Cause has been

delivered to the Issuer as set forth in the Collateral Management Agreement. Any such successor Collateral Manager will be appointed as described below. For purposes of determining "cause" with respect to any such removal of the Collateral Manager, such term means any one of the following events:

(1) the Collateral Manager intentionally violates, or takes any action that the Collateral Manager knows breaches, any material provision of the Collateral Management Agreement or the Indenture applicable to the Collateral Manager (other than a breach that results from a good faith dispute regarding reasonable alternative courses of action or interpretation of instructions);

(2) the Collateral Manager breaches in any material respect any provision of, or any representation, warranty or certification contained in or made or delivered pursuant to, the Collateral Management Agreement or any terms of the Indenture applicable to the Collateral Manager (other than as covered by clause (1) and it being understood that failure to meet any Coverage Test, the Interest Diversion Test, any numerated item in the Concentration Limitations, the Collateral Quality Test or the overcollateralization ratio set forth in clause (f) of "*Description of the Notes—Events of Default*" herein is not such a violation) that, either individually or in the aggregate, has or could reasonably be expected to have a material adverse effect on the holders of any Class of Notes or either of the Co-Issuers and (A) if such breach is capable of cure within 30 days, the Collateral Manager fails to cure such breach within 30 days of its becoming aware of, or its receiving notice from the Trustee of, such breach or (B) if such breach is not capable of cure within 30 days, the Collateral Manager fails to cure such breach within 60 days of its becoming aware, or its receiving notice from the Trustee, of such breach;

(3) certain events of bankruptcy or insolvency with respect to the Collateral Manager;

(4) the occurrence and continuance of an Event of Default under the Indenture that consists of a default in the payment of principal or interest on the Secured Notes when due and payable resulting primarily from a breach by the Collateral Manager of its duties under the Indenture or the Collateral Management Agreement; or

(5) the occurrence of an act by the Collateral Manager that constitutes fraud or criminal activity in the performance of its obligations under the Collateral Management Agreement (as determined in a final judgment of a court of competent jurisdiction), or the Collateral Manager being indicted for a criminal offense, or any of its senior executive officers responsible for the management of the Assets being indicted for a criminal offense related to his or her asset management duties and such officer has not been removed from having such responsibility within seven Business Days of the date that another responsible officer becomes aware of such indictment.

If any of the events specified in the definition of "cause" occurs, the Collateral Manager will give prompt written notice thereof to the Issuer, each Rating Agency, each holder of Notes and the Trustee upon the Collateral Manager's becoming aware of the occurrence of such event. Holders of a Majority of the Controlling Class may waive any event described in (1), (2), (4) and (5) above as a basis for termination of the Collateral Management Agreement and removal of the Collateral Manager thereunder.

The Collateral Manager may assign, in whole or in part, its rights or responsibilities under the Collateral Management Agreement subject to the following requirements: (x) with the written consent of both the Issuer (acting at the direction of the holders of a Majority of the Subordinated Notes) and a Majority of the Controlling Class and satisfaction of the Moody's Rating Condition with respect to such assignment and notice having been provided to Fitch, or (y) without obtaining consent of any holders of Notes, to the surviving entity of a merger, consolidation or restructuring, or an entity to which all or substantially all of the assets of the Collateral Manager have been transferred, so long as (i) such entity has the ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager under the Collateral Management Agreement and the Indenture, (ii) such entity is legally qualified and has the capacity to act as Collateral Manager under the Collateral Management Agreement, (iii) immediately after the assignment, such entity employs either (a) the principal personnel performing the duties required under the Collateral Management Agreement or (b) unless a Majority of the Controlling Class or a Majority of the Subordinated Notes has objected within 30 days after notice thereof, other individuals having experience comparable to those who would have performed such duties had the assignment not occurred and (iv) notice of any

such assignment has been provided to each Rating Agency. Notwithstanding the foregoing, the Collateral Manager will be permitted to assign any or all of its rights and delegate any or all of its obligations under the Collateral Management Agreement and the Indenture (without the consent of the Issuer or any holder of Notes) to an existing Affiliate so long as such an assignment does not constitute an "assignment" for purposes of Section 205(a)(2) of the Investment Advisers Act and (i) such Affiliate has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager under the Collateral Management Agreement and the Indenture and employs the principal personnel performing the duties under the Collateral Management Agreement who are substantially the same team of individuals who would have performed such duties had the assignment not occurred, (ii) such Affiliate is legally qualified and has the capacity to act as Collateral Manager under the Collateral Management Agreement and (iii) a Key Man Event will not occur as a result of such assignment or delegation, assuming for purposes of such determination that such Affiliate is the Collateral Manager. The Collateral Manager may resign and terminate its obligations under the Collateral Management Agreement upon at least 90 days' (or such shorter period as is acceptable to the Issuer and a Majority of the Controlling Class) prior written notice to the Issuer and the Trustee (which will forward the notice to the Rating Agencies and each Holder); *provided, however*, that the Collateral Manager will have the right to resign immediately upon the effectiveness of any material change in applicable law or regulations which renders the performance by the Collateral Manager of its duties under the Collateral Management Agreement or under the Indenture to be a violation of law or regulation. Notwithstanding the foregoing, no such resignation will be effective and the Collateral Manager shall continue to act in such capacity in all events until the date as of which a successor Collateral Manager has been appointed and agreed in writing to assume (x) all of the Collateral Manager's duties and obligations accruing on and after such date pursuant to the Collateral Management Agreement, and as specified in the Indenture and (y) all of the Collateral Manager's obligations to direct payment of the Supplemental Management Fee pursuant to the Instruction Letter.

In addition, so long as MJX Venture Management II LLC or any of its Affiliates is the Collateral Manager, the Collateral Manager may be removed by the Issuer, acting upon the direction of a Majority of the Subordinated Notes or of a Majority of the Controlling Class (excluding, in each case, Collateral Manager Notes) upon 10 Business Days' prior written notice (but, for the avoidance of doubt, only after the expiration of the 45-day proposal period set forth in clause (x) below if no proposal is made or, if a proposal is made, after the earliest of (i) rejection of the proposal by a Majority of the Controlling Class, (ii) objection by a Majority of the Subordinated Notes and (iii) expiration of the 45-day approval period set forth in clause (y) below) to the Collateral Manager, the Trustee and each Rating Agency, if Hans L. Christensen and Martin F. Davey both fail, for any reason, to be management-level employees of the Collateral Manager (a "**Key Man Event**") unless one or more replacements for such individuals (an "**Approved Replacement**") or another substitute arrangement (an "**Approved Substitute Arrangement**") (x) have been proposed by the Collateral Manager within 45 days of the occurrence of such Key Man Event by notice in writing to the Issuer, the Trustee and the holders of the Notes and (y) such Approved Replacement or Approved Substitute Arrangement, as the case may be, has been approved in writing by a Majority of the Controlling Class (excluding any Collateral Manager Notes), and has not been objected to in writing by a Majority of the Subordinated Notes (excluding any Collateral Manager Notes), in each case, within 45 days after the date of the notice specifying such Approved Replacement or Approved Substitute Arrangement; *provided* that any Approved Substitute Arrangement that would constitute an assignment of rights or delegation of duties of the Collateral Manager under the Collateral Management Agreement will be governed by the provisions governing such assignments under the Collateral Management Agreement described above (except that the Subordinated Notes constituting Collateral Manager Notes will be excluded from the voting). No termination pursuant to the terms of this paragraph will be effective until the date as of which a successor Collateral Manager has agreed in writing to assume (x) all of the Collateral Manager's duties and obligations pursuant to the Collateral Management Agreement and the Indenture and (y) all of the Collateral Manager's obligations to direct payment of the Supplemental Management Fee pursuant to the Instruction Letter.

If MJX Venture Management II LLC is removed as the Collateral Manager as a result of the occurrence of a Key Man Event or for "cause" as described above, or resigns as Collateral Manager, such resignation or removal will be effective only if (i) a Majority of the Subordinated Notes has appointed a successor collateral manager that satisfies the conditions set forth in the following paragraph and (ii) a Majority of the Controlling Class has consented to such successor following receipt of notice of such proposed successor. Notwithstanding the foregoing, if a successor Collateral Manager is proposed pursuant to the immediately preceding sentence and a Majority of the Controlling Class does not consent to such appointment as set forth above, a Majority of the Controlling Class may appoint a successor Collateral Manager subject to satisfaction of the conditions set forth in the following paragraph, which appointment will be effective if a Majority of the Subordinated Notes does not object to such successor within 10 days

of receipt of notice of such proposed successor. The procedures in the preceding sentences shall repeated until a successor is appointed; *provided* that if the Collateral Manager shall resign or be removed but a successor Collateral Manager shall not have assumed all of the Collateral Manager's duties and obligations under the Collateral Management Agreement within 90 days after the date of the resignation or removal, then the Issuer, a Majority of the Subordinated Notes or any holder of Notes of the Controlling Class or the resigning or terminated Collateral Manager may petition any court of competent jurisdiction for the appointment of a successor Collateral Manager, whose appointment shall become effective after such successor has accepted its appointment. Any Collateral Manager Notes and any Notes held by the proposed replacement collateral manager or any of its Affiliates shall be excluded from any determinations set forth in this paragraph. No vote of the holders of the Subordinated Notes or the Controlling Class and no satisfaction of the Moody's Rating Condition will be required in connection with such appointment by a court of competent jurisdiction.

Any replacement Collateral Manager will be an institution that (i) has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager or that employs principal personnel performing the duties under the Collateral Management Agreement who are the same individuals who would have performed such duties (or individuals equally qualified who would be able to perform such duties) had the removal or resignation not occurred, (ii) is legally qualified and has the capacity to act as Collateral Manager and assume all of the responsibilities, duties and obligations of the Collateral Manager under the Collateral Management Agreement and under the applicable terms of the Indenture, (iii) by its appointment, will not cause or result in the Issuer, the Co-Issuer or any portion of the Assets being required to register or be registered under the provisions of the Investment Company Act, (iv) by its appointment, will not cause or result in the Issuer being treated as engaged in a trade or business in the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal income tax on a net income basis (or to branch profits tax), (v) has accepted its appointment in writing and (vi) has agreed to assume all of the Collateral Manager's obligations to direct payment of the Supplemental Management Fee pursuant to the Instruction Letter. Notwithstanding the foregoing, no successor Collateral Manager may assume the duties of the Collateral Manager unless prior written notice thereof has been given to the Rating Agencies. Upon expiration of the applicable notice period with respect to termination, resignation or removal specified in the Collateral Management Agreement, and upon the acceptance by the successor Collateral Manager of such appointment, all authority and power of the Collateral Manager under the Collateral Management Agreement, whether with respect to the Assets or otherwise, will automatically and without further action by any Person or entity pass to and be vested in the successor Collateral Manager upon the appointment thereof.

The Collateral Management Agreement will expressly provide that holders of Notes are not third party beneficiaries of the Collateral Management Agreement.

Upon a successor Collateral Manager agreeing in writing to assume all of the Collateral Manager's duties and obligations under the Collateral Management Agreement, any amendment reducing the Senior Collateral Management Fee or the Subordinated Collateral Management Fee made after the Closing Date and prior to the date of such written agreement will no longer be given effect and the Senior Collateral Management Fee and the Subordinated Collateral Management Fee payable to such successor Collateral Manager will be equal to the Senior Collateral Management Fee and the Subordinated Collateral Management Fee on the Closing Date; *provided* that any amendment increasing the Senior Collateral Management Fee or the Subordinated Collateral Management Fee made after the Closing Date and prior to the date of such written agreement will remain in full force and effect upon a successor Collateral Manager agreeing in writing to assume all of the Collateral Manager's duties and obligations under the Collateral Management Agreement. For the avoidance of doubt, the terms of the Instruction Letter are not a reduction of the Senior Collateral Management Fee and accordingly the foregoing provisions will not apply to such Instruction Letter.

HEDGE AGREEMENTS

The Issuer may, but is not required to, enter into one or more Hedge Agreements after the Closing Date upon execution of a supplemental indenture meeting the requirements of the Indenture. However, the Issuer will not be permitted to enter into a Hedge Agreement unless (i) the Moody's Rating Condition has been satisfied with respect thereto and notice has been provided to Fitch, (ii) each of a Majority of the Controlling Class and a Majority of the Subordinated Notes has consented to such Hedge Agreement, (iii) it obtains written advice of counsel of national reputation (with a certificate to the Trustee from the Collateral Manager (on which the Trustee may conclusively rely) that it has received such advice) that either (x) the Issuer entering into such Hedge Agreement will not cause it to be considered a "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"), (y) the Issuer will be operated such that the Collateral Manager, the Trustee and/or such other relevant party to the transaction, as applicable, will be eligible for an exemption from registration as a "commodity pool operator" and a "commodity trading advisor" under the Commodity Exchange Act and all conditions precedent to obtaining such an exemption have been satisfied or (z) the Collateral Manager, the Trustee and/or any other relevant party required to register as a "commodity pool operator" and/or a "commodity trading advisor" under the Commodity Exchange Act have registered as such and (iv) the Hedge Agreement counterparty satisfies the Fitch Eligible Counterparty Rating Requirement.

THE CO-ISSUERS

General

Venture 46 CLO, Limited (the "**Issuer**") is a private company incorporated with limited liability under the laws of Jersey and is a special purpose entity established for the sole purpose of acquiring the Collateral Obligations, issuing the Notes and engaging in certain related transactions. The Issuer was incorporated on April 29, 2022, in Jersey with registered number 142666 and has an indefinite existence. The Issuer's registered office, principal office and the business address of each of the directors of the Issuer is at the offices of Maples Fiduciary Services (Jersey) Limited, 2nd Floor, Sir Walter Raleigh House, 48-50 Esplanade, St Helier, JE2 3QB, Jersey, Attention: The Directors, telephone no. +44 1534 671 300, facsimile no. +44 1534 671 301. The secretary of the Issuer is Maples Company Secretary (Jersey) Limited of 2nd Floor, Sir Walter Raleigh House, 48-50 Esplanade, St Helier, JE2 3QB, Jersey. Maples Company Secretary (Jersey) Limited is regulated to conduct trust company business by the Jersey Financial Services Commission pursuant to the Financial Services (Jersey) Law 1998. The directors of the Issuer are Jon Le Sueur, Robert Lucas and Sheraim Mascal. The directors of the Issuer serve as directors of and provide services to other special purpose entities that issue collateralized obligations and perform other duties for the Administrator and MaplesFS Limited. As a matter of Jersey law, each director of the Issuer is under a duty to act honestly and in good faith with a view to acting in the best interests of the Issuer, regardless of any other directorship such director may hold. Each director is responsible for advising the board of directors in advance of any potential conflicts of interest. The Issuer does not publish any financial statements.

Subject to the contracting restrictions imposed upon the Issuer by the Indenture, the directors of the Issuer have the power to borrow on behalf of the Issuer. A director of the Issuer is not required to own any shares in the Issuer in order to qualify as a director.

A director of the Issuer (or his alternate director in his absence) is at liberty to vote in respect of any contract or transaction in which he is interested; *provided* that the nature of the interest of any director or alternate director in any such contract or transaction is disclosed by him or the alternate director appointed by him at or prior to its consideration and any vote on it.

On the Closing Date, the authorized share capital of the Issuer will be U.S.$50,000 divided into 50,000 ordinary shares of U.S.$1.00 each, 250 of which have been issued. All of the issued Issuer Ordinary Shares (the "**Issuer Ordinary Shares**") are, or will be on the Closing Date, held by Maples Trustees (Jersey) Limited as share trustee (in such capacity, the "**Share Trustee**") under the terms of a declaration of trust dated the Closing Date (the "**Declaration of Trust**") under which the Share Trustee holds the Issuer Ordinary Shares in trust until the Termination Date (as defined in the Declaration of Trust) and may only dispose or otherwise deal with the Issuer Ordinary Shares with the approval of the Trustee for so long as there are any Notes outstanding. It is not anticipated that any distribution will be made while any Note is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Issuer Ordinary Shares.

The Issuer has, and will have, no assets other than the sum of U.S.$250 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of the Notes and the acquisition of assets in connection with the Notes, any bank account into which such paid-up share capital and fees are deposited, any interest earned thereon and the assets on which the Secured Notes are secured. Save in respect of fees generated in connection with the issue of the Notes, any related profits and proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer does not expect to accumulate any surpluses. The operations of the Issuer are subject to, *inter alia*, the provisions of the Jersey Companies Law.

The Notes are the obligations of the Issuer alone (or, in the case of the Co-Issued Notes, the Co-Issuers) and not the Share Trustee. Furthermore, they are not the obligations of, or guaranteed in any way by, the Share Trustee or any other party.

Venture 46 CLO, LLC (the "**Co-Issuer**") was formed on June 29, 2022, under the laws of the State of Delaware with file number 6886015 and is a special purpose entity established for the sole purpose of co-issuing the Co-Issued Notes. The Co-Issuer has an indefinite existence. The Co-Issuer's registered office is at 850 Library Avenue, Suite

204, Newark, New Castle County, Delaware, telephone no. (302) 738-6680. The Co-Issuer is not and will not be capitalized, has no substantial assets and will not pledge any assets to secure the Notes. The Issuer is on the Closing Date, and will remain, the sole member of the Co-Issuer.

The sole manager of the Co-Issuer is Donald J. Puglisi. The principal outside function of Donald J. Puglisi consists of being a finance professor emeritus at the University of Delaware and serving as a corporate director for a variety of entities. Donald J. Puglisi may be contacted at the registered office of the Co-Issuer. The Co-Issuer has no prior operating history. Unless otherwise required pursuant to the Indenture, the Co-Issuer will not publish any financial statements.

The Notes are not obligations of the Trustee, the Collateral Manager, Jefferies, the Collateral Administrator, or any of their respective Affiliates, the Administrator, the Share Trustee or any directors or officers of the Co-Issuers. The Co-Issuer will not make any payments of interest or principal on the Notes.

Capitalization of the Issuer

The Issuer's initial proposed capitalization as of the Closing Date after giving effect to the issuance of the Notes and the Issuer Ordinary Shares (before deducting expenses of the offering) is set forth below:

	Amount[(1)]
Class X Notes	$3,000,000
Class A-1N Notes	$125,250,000
Class A-1F Notes	$59,250,000
Class A-2N Notes	$5,000,000
Class A-2F Notes	$5,500,000
Class BN Notes	$16,350,000
Class BF Notes	$16,650,000
Class C Notes	$15,000,000
Class D1 Notes	$15,000,000
Class D2 Notes	$3,000,000
Class E Notes	$12,750,000
Subordinated Notes	$21,500,000
Total Debt	$298,250,000
Issuer Ordinary Shares	250
Retained Earnings	
Total Equity	$250
Total Capitalization	$298,250,250

(1) Unaudited.

The Co-Issuer has no other liabilities other than the Co-Issued Notes.

Business of the Co-Issuers

The Memorandum and Articles describes the purposes of the Issuer, which include the activities to be carried out by the Issuer in connection with the Notes. The Co-Issuer's limited liability company agreement describes the purposes of the Co-Issuer, which include the activities to be carried out by the Co-Issuer in connection with the Co-Issued Notes. The Co-Issuers have not issued securities, other than common shares, prior to the date of the Offering Circular and have not listed any securities on any exchange. The Issuer will not undertake any activities other than issuing, paying and redeeming the Notes and any additional notes issued pursuant to the Indenture, acquiring, holding, selling, exchanging, redeeming and pledging, solely for its own account, Collateral Obligations, Restructured Obligations, Specified Equity Securities and Eligible Investments, acquiring, holding, selling, exchanging, redeeming and pledging shares in Issuer Subsidiaries and other activities incidental thereto, including entering into, and performing its obligations under, the Transaction Documents to which it is a party and other documents and agreements contemplated thereby and/or incidental thereto. The Issuer will not engage in any activity that would cause the Issuer to be subject to U.S. federal, state or local income tax on a net income basis. The Issuer will not hold itself out as originating loans,

lending funds or securities, making a market in loans or other assets or selling loans or other assets to customers or as willing to enter into, assume, offset, assign or otherwise terminate positions in derivative financial instruments with customers. The Co-Issuer will not engage in any business or activity other than issuing and selling the Co-Issued Notes and any additional rated notes issued pursuant to the Indenture and other activities incidental thereto, including entering into, and performing its obligations under, the Transaction Documents to which it is a party and other documents and agreements contemplated thereby and/or incidental thereto. Neither of the Co-Issuers will have any subsidiaries (other than the Co-Issuer and any Issuer Subsidiaries, in the case of the Issuer). In general, subject to the credit quality and diversity of the Collateral Obligations and general market conditions and the need (in the judgment of the Collateral Manager) to satisfy the Coverage Tests, the Interest Diversion Test, the Concentration Limitations and the Collateral Quality Test or to obtain funds for the redemption or payment of the Notes, the Issuer will own the Assets and will receive payments of interest and principal on the Collateral Obligations and Eligible Investments as the principal source of its income. The ability to purchase additional Collateral Obligations and sell Collateral Obligations prior to maturity is subject to significant restrictions under the Indenture. See "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*."

In addition, pursuant to the terms of an agreement to be entered into as of the Closing Date among the Issuer, the Collateral Manager and the Collateral Administrator (the "**Collateral Administration Agreement**"), as amended from time to time, the Issuer will retain Virtus Group, LP, in such capacity as collateral administrator under the Collateral Administration Agreement, and any successor thereto (the "**Collateral Administrator**") to, among other things, perform certain administrative duties of the Issuer, or of the Collateral Manager on behalf of the Issuer, with respect to the Assets, including the compilation of certain reports and the performance of certain calculations with respect to the Collateral Quality Test, the Interest Diversion Test and the Coverage Tests, subject, in each case, to the Collateral Administrator's receipt from the Collateral Manager of information with respect to the Assets that is not contained in the collateral database maintained under the Collateral Administration Agreement. The compensation paid by the Issuer for such services will be in addition to the fees paid to the Collateral Manager and the Trustee and will be treated as an expense of the Issuer and will be subject to the Priority of Payments.

The Collateral Administrator may resign or be removed for cause in certain circumstances or without cause upon 90 days' notice, provided that no removal or resignation of the Collateral Administrator without cause shall be effective until the date as of which a successor collateral administrator reasonably acceptable to the Collateral Manager and the Issuer shall be appointed by the Issuer (or, if the Issuer shall fail to appoint a successor collateral administrator within 30 days after notice of resignation or removal without cause, by petition of any court of competent jurisdiction by the Collateral Administrator) and shall have agreed in writing to assume all of the Collateral Administrator's duties and obligations under the Collateral Administration Agreement. Notwithstanding the foregoing, the Collateral Administrator may resign without any requirement that a successor collateral administrator be appointed and without any liability for further performance by the resigning Collateral Administrator of any of its duties upon at least 90 days' prior written notice to the Issuer and the Collateral Manager upon failure of the Issuer to pay the Collateral Administrator's fees or other amounts due to the Collateral Administrator under the Collateral Administration Agreement.

Maples Fiduciary Services (Jersey) Limited (the "**Administrator**") will act as the administrator of the Issuer. The office of the Administrator will serve as the general business office of the Issuer. Through the office, and pursuant to the terms of an Administration Agreement to be entered into between the Issuer, MaplesFS Limited and the Administrator (as amended and/or restated from time to time, the "**Administration Agreement**"), the Administrator will perform in Jersey or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Issuer and the provision of certain clerical, administrative and other services until termination of the Administration Agreement. The Administrator will also provide registered office facilities to the Issuer under the terms of the Administration Agreement. In consideration of the foregoing, the Administrator will receive various fees payable by the Issuer at rates agreed upon from time to time, plus expenses. The terms of the Administration Agreement will provide that any of the Issuer, MaplesFS Limited or the Administrator may terminate such agreement by giving at least 14 days' notice to the other party at any time within 12 months of the happening of any of certain stated events, including any breach by the other party of its obligations under such agreement. In addition, the Administration Agreement will provide that any party will be entitled to terminate such agreement by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency.

The Administrator will be subject to the overview of the Issuer's Board of Directors.

The Administrator's principal office is 2nd Floor, Sir Walter Raleigh House, 48-50 Esplanade, St Helier, JE2 3QB.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of certain U.S. federal income tax considerations for prospective purchasers of the Notes. Except as specifically discussed below, this summary addresses only purchasers that acquire Notes in this Offering for the "issue price" that is applicable to such Notes (i.e., the price at which a substantial amount of the Notes are first sold to persons other than bond houses, brokers or similar persons) and who will hold their Notes as "capital assets" within the meaning of Section 1221 of the Code. The discussion is a general discussion; it is not a substitute for tax advice. The discussion and the opinions referenced below are based upon the Code, as amended, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as in effect as of the date hereof and all subject to change at any time, possibly with retroactive effect.

Prospective investors should note that no rulings have been, or are expected to be, sought from the IRS with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS or a court will not take contrary positions. Further, this discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors, and does not address U.S. state, local or non-U.S. tax laws. In addition, the following summary does not address all U.S. federal income tax consequences applicable to any given investor, nor does it address the U.S. federal income tax considerations (except, in some circumstances, in very general terms) applicable to all categories of investors, some of which may be subject to special rules, such as Non-U.S. Holders (as such term is defined below), financial institutions, individual retirement accounts and other tax-deferred accounts, real estate investment trusts, regulated investment companies, mutual funds, insurance companies, tax-exempt organizations, dealers in securities or currencies, partnerships (or entities treated as partnerships for U.S. federal income tax purposes), certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies, Contributors in respect of Contributions, S corporations, estates and trusts, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, investors that hold their Notes as part of a hedge, straddle, conversion, integrated or constructive sale transaction, certain former citizens or residents of the United States, "controlled foreign corporations" or "passive foreign investment companies" for U.S. federal income tax purposes, or investors whose "functional currency" is not the U.S. dollar. Furthermore, it does not address alternative minimum tax consequences or the indirect effects on investors of equity interests in either a U.S. Holder or a Non-U.S. Holder. Investors should consult their own tax advisors to determine the Jersey, U.S. federal, state, and local, and other tax consequences of the purchase, ownership, and disposition of the Notes.

As used herein, the term "**U.S. Holder**" means a beneficial owner of Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation or other entity treated as a corporation for U.S. federal income tax purposes that is created or organized under the laws of the United States, any State thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. Tax Persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes. A "**Non-U.S. Holder**" is any beneficial owner that is neither a U.S. Holder nor a person treated as a partnership for U.S. federal income tax purposes.

The U.S. federal income tax treatment of an equity owner of a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) that holds Notes or a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) that holds Notes will depend on the status of the equity owner and the activities of the partnership (or other entity treated as a partnership for U.S. federal income tax purposes). Prospective purchasers that are equity owners of entities treated as partnerships or entities treated as partnerships, for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by the partnership (or other entity treated as a partnership for U.S. federal income tax purposes). Moreover, this summary does not address the tax consequences resulting from funds provided for a Permitted Use. U.S. Holders should consult their tax advisors regarding the U.S. tax consequences of funds provided for a Permitted Use.

THE DISCUSSION OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. THIS SUMMARY AND THE OPINIONS DESCRIBED HEREIN WERE NOT WRITTEN TO BE USED TO AVOID PENALTIES THAT MAY BE IMPOSED UNDER THE CODE. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

U.S. Federal Income Tax Treatment of the Issuer

The Issuer will be treated as a foreign corporation for U.S. federal income tax purposes. The Co-Issuer will be treated as a "disregarded entity" owned by the Issuer for U.S. federal income tax purposes.

The Issuer will adopt, and intends to follow the Tax Guidelines, which are designed to reduce the risk that the Issuer will be treated as engaged in the conduct of a trade or business in the United States. The Issuer will receive an opinion of Mayer Brown LLP subject to customary assumptions and qualifications to the effect that, assuming the Issuer and the Collateral Manager comply with these restrictions and other requirements of the Indenture, the Issuer will not be engaged in a trade or business in the United States and, consequently, the profits of the Issuer will not be subject to U.S. federal income tax on a net income basis. As long as the Issuer is not engaged in a U.S. trade or business, the Issuer will not be subject to U.S. federal income tax on its net income. If the Issuer were found to be engaged in a U.S. trade or business, it could be subject to substantial U.S. federal income taxes the imposition of which would materially impair its ability to pay interest on and principal of the Secured Notes and make distributions on the Subordinated Notes. In addition, if the Issuer were found to be engaged in a U.S. trade or business, payments in respect of the Secured Notes may be treated as U.S. source income that could be subject to withholding unless appropriate certifications of status have been provided by Non-U.S. Holders to the applicable withholding agent as discussed further below. Although the Collateral Manager has generally undertaken to comply with the Tax Guidelines, the Collateral Manager is permitted to depart from the Tax Guidelines (i) if it obtains an opinion from nationally recognized tax counsel (or written advice from Mayer Brown LLP or Orrick, Herrington & Sutcliffe LLP) that the departure will not cause the Issuer to be treated as engaged in a trade or business within the United States or (ii) to the extent that the Collateral Manager actually knows that (a) there has been a change in law, or the interpretation thereof, after the Closing Date that is relevant to such departure and (b) as a result of such change, compliance with the Tax Guidelines would cause the Issuer to be engaged, or deemed to be engaged, in a trade or business within the United States (it being understood that the Collateral Manager will have no affirmative obligation to monitor or investigate changes in U.S. tax laws). There can be no assurance that any such opinion or advice of tax counsel will be consistent with Mayer Brown LLP's current views and opinion standards, and any such departures would not be covered by the opinion of Mayer Brown LLP referred to above. Furthermore, the Collateral Manager is not obligated to monitor changes in law that could affect whether the Issuer is treated as engaged in a U.S. trade or business. Accordingly, the Collateral Manager might act in accordance with the Tax Guidelines notwithstanding the issuance of new decisions by the courts, new legislation or official guidance (regardless of whether such new interpretation, legislation or guidance would either merely increase the risk that the Issuer would be, or actually cause the Issuer to be, engaged in a U.S. trade or business). In addition, although the Collateral Manager can be removed for cause, the definition of "cause" in the context of violations of the Tax Guidelines is not clear. Such violations will not constitute "cause" if they do not have, and cannot reasonably be expected to have, a material adverse effect on the holders of the Notes. It is not certain that a violation of the Tax Guidelines that causes an increase in the risk that the Issuer will be engaged in a trade or business in the United States for U.S. federal income tax purposes (without actually having that effect) will be treated as reasonably being expected to have such a material adverse effect.

In addition, the opinion of Mayer Brown LLP and any such other advice or opinions represent only counsel's best judgment, and are not binding on the IRS or the courts. There are no authorities that deal with situations substantially identical to the Issuer's, and the Issuer could be treated as engaged in the conduct of a trade or business within the United States as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or other causes.

U.S. Federal Income Tax Treatment of the Notes

Pursuant to the Indenture the Issuer will agree, and, by its acceptance of a Secured Note, each holder will be deemed to have agreed, to treat the Secured Notes as debt of the Issuer for U.S. federal income tax purposes, except

as otherwise required by a change in applicable law after the Closing Date, a closing agreement with a relevant taxing authority or a final judgment of a court of competent jurisdiction; provided that this shall not limit a holder from making a protective "qualified electing fund" election (described below under "*—U.S. Holders of the Subordinated Notes—Passive Foreign Investment Company*") or filing certain U.S. tax information returns required of only certain equity owners with respect to various reporting requirements under the Code (as described below under "*—Reporting Requirements*"). Upon the issuance of the Notes, Orrick, Herrington & Sutcliffe LLP will deliver an opinion generally to the effect that, under current law, assuming compliance with the Indenture (and certain other documents), and based on certain assumptions and factual representations that may be made by the Issuer and/or the other parties to the transactions described herein, (a) if and to the extent owned by persons who are not beneficial owners of any of (i) the Issuer Ordinary Shares, (ii) the Subordinated Notes or (iii) the Class E Notes, the Co-Issued Notes will be treated as indebtedness for U.S. federal income tax purposes, and (b) if and to the extent owned by persons who are not beneficial owners of any of (i) the Issuer Ordinary Shares or (ii) the Subordinated Notes, the Class E Notes should be treated as indebtedness for U.S. federal income tax purposes. The determination of whether a Secured Note will be treated as debt for U.S. federal income tax purposes is based on the facts and circumstances existing at the time the Secured Note is issued. Prospective investors should be aware that opinions of counsel are not binding on the IRS, and there can be no assurance that the IRS will not seek to characterize any particular Class or Classes of the Secured Notes as something other than debt. Further, the Co-Issuers may, for certain specified purposes, enter into supplemental indentures, some of which may be entered into without the consent of any holders of Notes and without requiring the Issuer to consider specifically if such supplemental indentures will, for U.S. federal income tax purposes, affect the characterization (as debt or equity) of the Notes. The opinion of Orrick, Herrington & Sutcliffe LLP will be based on the documents as of the Closing Date, and accordingly, will not address any potential U.S. federal income tax effect of any supplemental indenture. Except as discussed under "*—U.S. Holders of the Secured Notes—Alternative Characterization of the Class E Notes*" and "*—U.S. Holders of the Subordinated Notes*" below, the balance of this discussion assumes that the Secured Notes of all Classes will be characterized as debt of the Issuer for U.S. federal income tax purposes.

The Issuer will agree and, by its acceptance of a Subordinated Note, each holder and beneficial owner of a Subordinated Note will be deemed to have agreed, to treat all Subordinated Notes as equity in the Issuer for U.S. federal income tax purposes, unless otherwise required by applicable law. The balance of this discussion assumes that the Subordinated Notes will properly be characterized as equity in the Issuer.

Taxation in Respect of an Issuer Subsidiary

To reduce the risk that the Issuer will be engaged in a trade or business within the United States for U.S. federal income tax purposes, in certain circumstances set forth in the Indenture, certain Collateral Obligations and certain other assets may be owned by one or more Issuer Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or foreign corporations for U.S. federal income tax purposes. Either a non-U.S. or U.S. Issuer Subsidiary may be subject to substantial U.S. federal income tax on a net income tax basis, as well as branch profits tax in the case of a non-U.S. Issuer Subsidiary, and distributions from a U.S. Issuer Subsidiary to the Issuer may be subject to a 30% U.S. withholding tax. In addition, U.S. Holders of Subordinated Notes (or any Class of Secured Notes recharacterized as equity for U.S. federal income tax purposes) will not be permitted to use losses recognized by the Issuer Subsidiary to offset gains recognized by the Issuer and, in the case of a non-U.S. Issuer Subsidiary, may be subject to the adverse passive foreign investment company or controlled foreign corporation rules with respect to the Issuer Subsidiary, as described below. Prospective investors should consult their tax advisers regarding the consequences if the Issuer organizes and holds assets indirectly through an Issuer Subsidiary.

U.S. Holders of the Secured Notes

Subject to the discussion of original issue discount ("**OID**") below, interest on a Secured Note will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on the U.S. Holder's method of accounting for tax purposes. Interest paid by the Issuer on the Secured Notes and OID, if any, accrued with respect to the Secured Notes is expected to constitute income from sources outside the United States.

A U.S. Holder of a Secured Note issued with OID must include the OID in income on a constant yield-to-maturity basis (based on the original maturity of the Secured Note) regardless of the timing of the receipt of the cash attributable to such income. A Secured Note will have been issued with OID if its stated redemption price at maturity exceeds its issue price, described above, by an amount equal to or greater than a de minimis threshold equal to 0.25% of its stated

redemption price at maturity multiplied by its weighted average maturity (and in such case the amount of OID will be equal to its stated redemption price at maturity less its issue price). The stated redemption price at maturity of a Secured Note is the total of all payments provided by the Secured Note that are not payments of "qualified stated interest." Subject to certain other requirements, a qualified stated interest payment includes any one of a series of stated interest payments on a Secured Note that are unconditionally payable at least annually. If the stated redemption price at maturity of any Class of the Senior Notes exceeds the issue price of that Class by an amount that equals or exceeds the de minimis threshold described above, then the Issuer will treat that Class as having been issued with OID for U.S. federal income tax purposes.

Additionally, because stated interest payments on the Class C Notes, Class D1 Notes, Class D2 Notes and Class E Notes (the "**Interest Deferral Notes**") may not be considered to be unconditionally payable because they may be deferred in certain events, the Issuer intends to treat all interest on the Interest Deferral Notes (together with any excess of their stated principal over their issue price) as OID. U.S. Holders generally will be entitled to claim a loss upon maturity or other disposition of a Secured Note with respect to OID accrued and included in gross income for which cash was not received. Such a loss generally will be a capital loss.

The Secured Notes may be debt instruments described in Section 1272(a)(6) of the Code (debt instruments that may be accelerated by reason of the prepayment of other debt obligations securing such debt instruments). Special tax rules principally relating to the accrual of OID apply to debt instruments described in Section 1272(a)(6). Prospective investors should consult with their own tax advisors regarding the effects of Section 1272(a)(6).

Notes Subject to Re-Pricing or Reference Rate Amendment

A U.S. Holder that continues to own Secured Notes of any Class following a Re-Pricing of such Re-Pricing Affected Class or Floating Rate Notes of any Class following a change to a Benchmark Replacement (a "**Reference Rate Amendment**") may be deemed, under Section 1001 of the Code, to have exchanged a debt instrument with the characteristics of such Secured Notes prior to the Re-Pricing or such Floating Rate Notes prior to the Reference Rate Amendment, as applicable, for a newly issued debt instrument with the characteristics of such Secured Notes after the Re-Pricing or such Floating Rate Notes after the Reference Rate Amendment, as applicable. Therefore, such U.S. Holder may be required to recognize taxable gain during the taxable year in which the Re-Pricing or Reference Rate Amendment occurs as a result of the deemed exchange, and may recognize short-term capital gain or loss if it sells, exchanges, retires or otherwise disposes of such Secured Notes within one year after the Re-Pricing or Reference Rate Amendment, even if such gain or loss otherwise would have been long-term capital gain or loss. Gain on the deemed exchange would be equal to the difference between the issue price of the Secured Notes subject to Re-Pricing or the Floating Rate Notes subject to the Reference Rate Amendment (which, depending on whether such Secured Notes or Floating Rate Notes, as applicable, are then treated as "publicly traded", may be the fair market value rather than the principal amount of such Notes), and the U.S. Holder's basis in such Secured Notes subject to Re-Pricing or such Floating Rate Notes subject to the Reference Rate Amendment, as applicable. A U.S. Holder may not be permitted to recognize a loss upon a Re-Pricing or a Reference Rate Amendment. If the issue price of Secured Notes subject to Re-Pricing or Floating Rate Notes subject to the Reference Rate Amendment is fair market value, a U.S. Holder may be required to include additional OID in respect of Notes. In general, a debt instrument is considered "publicly traded" if there are sales transactions, or if there are firm or indicative price quotes available for the debt instrument, within a 31-day period beginning 15 days prior to the completion date of the Re-Pricing or Reference Rate Amendment and ending 15 days thereafter, unless, at the time of the Re-Pricing or Reference Rate Amendment, the outstanding stated principal amount does not exceed $100 million. Thus, the timing and amount of income on the Secured Notes or Floating Rate Notes, as applicable, may be affected by the deemed exchange.

Finally, in the event that the issue price of a Class of deemed new Secured Notes is less than the adjusted issue price of the Notes for which such deemed new Secured Notes are deemed exchanged, the Issuer may be required to recognize cancellation of indebtedness income. This may result in adverse consequences for holders of the Subordinated Notes (and any Classes of Secured Notes recharacterized as equity in the Issuer for U.S. federal income tax purposes). For example, a U.S. Holder of a Subordinated Note (or any Classes of Secured Notes recharacterized as equity in the Issuer for U.S. federal income tax purposes) may be required to include its pro rata share of the Issuer's cancellation of indebtedness income if such holder has in effect a QEF election (as discussed above) or, in certain

circumstances, if the U.S. Holder owns (directly, indirectly, or by attribution) at least 10% of the equity of the Issuer, measured by combined voting power or value.

The Treasury Department released Treasury Regulations describing circumstances under which a Reference Rate Amendment (and related adjustments) would not be treated as a deemed exchange and would not affect the calculation of OID, provided certain conditions are met. There can be no assurance that a Reference Rate Amendment will satisfy the conditions of these Treasury Regulations.

U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of participating in a Re-Pricing or Reference Rate Amendment.

Sale, Exchange or other Disposition of the Secured Notes

In general, a U.S. Holder of a Secured Note will have a U.S. federal income tax basis in that Secured Note equal to the cost of that Secured Note, increased by any OID includible in income by such U.S. Holder and reduced by any principal payments and any payments of stated interest included in the stated redemption price at maturity. Upon a sale, exchange or other disposition (including a deemed disposition of a Secured Note for a modified Note pursuant to a supplemental indenture) of a Secured Note, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized on the sale, exchange or other disposition (less any accrued and unpaid interest (other than OID), which would be taxable as such) and the U.S. Holder's U.S. federal income tax basis in such Secured Note. Such gain or loss generally will be long-term capital gain or loss if the U.S. Holder held the Secured Note for more than one year at the time of disposition. In certain circumstances, U.S. Holders that are individuals may be entitled to preferential treatment for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

Alternative Characterization of the Class E Notes

It is conceivable that the IRS may challenge the treatment of the Class E Notes as debt of the Issuer, due to their place in the capital structure. If the challenge succeeded, such Notes would be treated as equity interests in the Issuer. Such a recharacterization might result in material adverse U.S. federal income tax consequences to beneficial owners of the such Notes. If such Notes are recharacterized as equity for U.S. federal income tax purposes, the U.S. federal income tax consequences to such holders holding such recharacterized Notes would be as described below under "—*U.S. Holders of the Subordinated Notes*", except that holders may be required to accrue any discount on such recharacterized Notes under principles similar to those for original issue discount, as described above.

To avoid the potential application of certain adverse consequences under the PFIC rules described below, each U.S. Holder of a Class E Note should consider making a QEF election, as defined below, provided in Section 1295 of the Code on a "protective" basis (although such a protective election may not be respected by the IRS because current regulations do not specifically authorize such an election). The Issuer will provide, upon request and at the requesting holder's expense, such information available to it that is required for a U.S. Holder of Class E Notes to make a protective QEF election, as described below. See "*—U.S. Holders of the Subordinated Notes—Passive Foreign Investment Company*."

U.S. Holders of the Subordinated Notes

General. Subject to the anti-deferral rules discussed below, any payment on the Subordinated Notes that is distributed to a U.S. Holder will be taxable to that U.S. Holder as a dividend to the extent of the current and accumulated earnings and profits (determined under U.S. federal income tax principles) of the Issuer. Such payments will not be eligible for the dividends received deduction generally allowable to corporations and will not be eligible for the preferential income tax rate on qualified dividend income. Distributions in excess of earnings and profits will be non-taxable to the extent of, and will be applied against and reduce, the U.S. Holder's adjusted U.S. federal income tax basis in the Subordinated Notes. Distributions in excess of earnings and profits and adjusted U.S. federal income tax basis will be taxable as gain from the sale or exchange of property, as described below.

Passive Foreign Investment Company. The Issuer will be treated as a PFIC for U.S. federal income tax purposes. In general, to avoid certain adverse tax rules described below that apply to deferred income from a PFIC, a U.S. Holder of Subordinated Notes may desire to make an election to treat the Issuer as a QEF with respect to such U.S. Holder. Generally, a QEF election should be made on or before the due date for filing a U.S. Holder's U.S. federal income tax

return for the first taxable year in which it held Subordinated Notes. If a U.S. Holder makes a timely QEF election with respect to the Issuer, the electing U.S. Holder will be required in each taxable year to include in gross income (i) as ordinary income, such U.S. Holder's pro rata share of the Issuer's ordinary earnings and (ii) as long term capital gain, such U.S. Holder's pro rata share of the Issuer's net capital gain, whether or not distributed. In addition, any net losses of the Issuer will not be currently deductible by such U.S. Holder. Rather, any tax benefit from such losses will be available only when a U.S. Holder sells or disposes of its Subordinated Notes. In certain cases in which a QEF does not distribute all of its earnings in a taxable year, its U.S. Holders may also be permitted to elect to defer payment of some or all of the taxes on the QEF's undistributed income but will then be subject to an interest charge on the deferred amount.

Prospective purchasers of the Subordinated Notes should be aware that the Collateral Obligations may be purchased by the Issuer with substantial OID. In addition, under certain circumstances, Interest Proceeds may be used to pay principal of the Secured Notes or to purchase additional Collateral Obligations. As a result, the Issuer may have significant ordinary earnings from such instruments, but the receipt of cash attributable to such earnings may be deferred, perhaps for a substantial period of time. Furthermore, if the Issuer discharges its debt at a price less than its adjusted issue price (which may include a deemed discharge arising from a significant modification to the terms of the debt), it could recognize cancellation of debt income equal to that difference, although such income may be excluded or effectively deferred if the Issuer is insolvent at the time of the discharge. Thus, absent an election to defer the payment of taxes, U.S. Holders that make a QEF election may owe tax on a significant amount of "phantom" income. If applicable, the rules pertaining to a CFC, discussed below, generally override those pertaining to a PFIC with respect to which a QEF election is in effect.

The Issuer will provide to each Holder of Subordinated Notes requesting such information (i) all information that a U.S. Holder of such Subordinated Notes making a QEF election is required to obtain for U.S. federal income tax purposes (e.g., the U.S. Holder's pro rata share of ordinary income and net capital gain), and (ii) a "PFIC Annual Information Statement" as described in Treasury regulations section 1.1295–1 (or in any successor IRS release or Treasury regulation), including all representations and statements required by such statement, and will take any other steps it reasonably can to facilitate such election.

If a U.S. Holder of Subordinated Notes does not make a timely QEF election for the year in which it acquired its Subordinated Notes and the PFIC rules are otherwise applicable, it will be subject to a special tax at ordinary income tax rates on "excess distributions". An excess distribution is the amount by which distributions for a taxable year exceed 125% of the average distribution in respect of the Subordinated Notes during the three preceding taxable years (or, if shorter, the U.S. Holder's holding period for the Subordinated Notes). Under the PFIC rules, (a) the excess distribution will be allocated rateably over the U.S. Holder's holding period, (b) the amount allocated to the current taxable year will be taxed as ordinary income, and (c) the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year and an interest charge for the deemed deferral benefit will be imposed with respect to the resulting tax attributable to each such other taxable year.

Where a QEF election is not timely made by a U.S. Holder of Subordinated Notes for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules can be avoided by making an election to recognize gain from a deemed sale of the Subordinated Notes at the time when the QEF election becomes effective. U.S. Holders should consult with their tax counsel regarding the U.S. federal income tax consequences of investing in a PFIC and the desirability of making the QEF election.

Special rules apply to certain "regulated investment companies" that own interests in PFICs and any such investor should consult with its own tax advisors regarding the consequences to it of acquiring Subordinated Notes. Each U.S. Holder who is a shareholder of a PFIC generally is required to file an annual report on IRS Form 8621 setting forth certain information about the U.S. Holder's PFIC investment. If a U.S. Holder does not file IRS Form 8621, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Holder for the related tax year may not close before the date which is three years after the date on which such report is filed.

Controlled Foreign Corporation. Depending on the degree of ownership of the Subordinated Notes by U.S. Shareholders (as defined below), the Issuer may be considered a "controlled foreign corporation" ("**CFC**"). In general, a non-U.S. corporation will be a CFC if more than 50% of the shares of the corporation, measured by combined voting power or value, are held, directly or indirectly, by U.S. Shareholders. A "U.S. Shareholder" for this purpose is any

U.S. Tax Person who owns or is treated as owning (after applying certain attribution rules) 10% or more of the total combined voting power or total value of all classes of shares of a corporation. U.S. Holders owning 10% or more of the Subordinated Notes will be treated as U.S. Shareholders. Accordingly, if more than 50% of the Subordinated Notes were held by such U.S. Shareholders, the Issuer would be a CFC.

If the Issuer were a CFC during the taxable year, subject to certain exceptions, a U.S. Shareholder of the Issuer at the end of the taxable year of the Issuer would be required to recognize ordinary income in an amount equal to that person's pro rata share of the "subpart F income" of the Issuer for the year, whether or not such income is distributed currently to the U.S. Shareholder. Among other items, and subject to certain exceptions, "subpart F income" includes interest, gains from the sale of securities and income from certain notional principal contracts (e.g., swaps and caps). The Issuer expects that, if the Issuer were a CFC, substantially all of its income would be subpart F income. If more than 70% of the Issuer's income is subpart F income, then 100% of its income will be so treated. The Issuer's income may include non-cash items, as described above under "*—Passive Foreign Investment Company*."

If the Issuer were a CFC, a U.S. Shareholder of the Issuer would be taxable on the subpart F income of the Issuer under the CFC regime and not under the PFIC rules previously described. As a result, to the extent subpart F income of the Issuer includes net capital gains, such gains would be treated as ordinary income of the U.S. Shareholder, notwithstanding the fact that generally the character of such gains otherwise would be preserved under the PFIC rules if a QEF election were made. Also, the PFIC rule permitting the deferral of tax on undistributed earnings would not apply.

In addition to the rules described above, a U.S. Shareholder of a CFC is required to include such U.S. Shareholder's share of the CFC's "global intangible low-taxed income" ("**GILTI**") in income for each taxable year, regardless of whether any distributions of such income are made, in a fashion similar to inclusion of subpart F income. Based on the expected nature of the Issuer's income, it is not anticipated that any U.S. Shareholder of the Issuer should incur a GILTI inclusion as a result of ownership of Subordinated Notes.

A U.S. Holder of Subordinated Notes that is a U.S. Shareholder of the Issuer subject to the CFC rules for only a portion of the time in which it holds Subordinated Notes should consult its own tax advisers regarding the interaction of the PFIC and CFC rules.

Distributions on Subordinated Notes. The treatment of actual cash distributions on the Subordinated Notes, in very general terms, will vary depending on whether a U.S. Holder has made a timely QEF election as described above. See "*—Passive Foreign Investment Company*." If a timely QEF election has been made, dividends (which are distributions up to the amount of current and accumulated earnings and profits of the Issuer) allocable to amounts previously taxed pursuant to the QEF election will not be taxable to U.S. Holders. Similarly, if the Issuer is a CFC of which the U.S. Holder is a U.S. Shareholder, dividends will be allocated first to amounts previously taxed pursuant to the CFC rules and to this extent will not be taxable to U.S. Holders. Dividends in excess of such previously taxed amounts will be taxable to U.S. Holders as ordinary income upon receipt, except that (subject to certain exceptions) in the case of a U.S corporation that is a U.S. Shareholder of the Issuer, such U.S. Shareholder generally may be entitled to a deduction in the amount of any such dividend, provided that such U.S. Shareholder satisfies a one-year holding period requirement with respect to its Subordinated Notes. Except where a U.S. Holder has not made a timely QEF election and the U.S. Holder is not treated as a U.S. Shareholder in a CFC with respect to the Issuer, distributions in excess of any current and accumulated earnings and profits will be treated first as a nontaxable return of capital, to the extent of the U.S. Holder's U.S. federal income tax basis in the Subordinated Notes, and then as capital gain. The distributions on the Subordinated Notes do not qualify for the benefit of the reduced U.S. tax rate applicable to certain dividends received by individuals.

In the event that a U.S. Holder of Subordinated Notes does not make a timely QEF election, then except to the extent that distributions may be attributable to amounts previously taxed pursuant to the CFC rules, some or all of any distributions with respect to the Subordinated Notes may be considered excess distributions, taxable as previously described. See "*—Passive Foreign Investment Company*."

Sale, Exchange or other Disposition of Subordinated Notes. In general, a U.S. Holder of Subordinated Notes will recognize gain or loss (which will be capital gain or loss, except as discussed below) upon the sale or exchange of Subordinated Notes equal to the difference between the amount realized and such U.S. Holder's adjusted U.S. federal income tax basis in the Subordinated Notes. The pledge of stock of a PFIC may in some circumstances be treated as

a disposition of such stock. A U.S. Holder's U.S. federal income tax basis in Subordinated Notes will generally equal the amount it paid for the Subordinated Notes, increased by amounts taxable to such U.S. Holder by virtue of a QEF election, or under the CFC rules, and decreased by actual distributions from the Issuer that are deemed to consist of such previously taxed amounts or represent a return of capital.

If a U.S. Holder does not make a timely QEF election as described above and if the U.S. Holder is not treated as a U.S. Shareholder in a CFC with respect to the Issuer, a U.S. Holder generally will not reduce its basis in its Subordinated Notes except to the extent that the Issuer makes a payment with respect to a Subordinated Note in excess of the Issuer's current and accumulated earnings and profits and that is not an "excess distribution" (as described above). In addition, any gain realized on the sale or exchange of Subordinated Notes by such U.S. Holder will be treated as an excess distribution and effectively taxed as ordinary income with an interest charge under the special tax rules described above. See "*—Passive Foreign Investment Company*."

If the Issuer were treated as a CFC and a U.S. Holder were treated as a U.S. Shareholder, then any gain realized by such U.S. Holder upon the disposition of Subordinated Notes, other than gain constituting an excess distribution under the PFIC rules, generally would be treated as ordinary income to the extent of the U.S. Holder's share of the current and accumulated earnings and profits of the Issuer. In this respect, earnings and profits would not include any amounts previously taxed pursuant to a QEF election or pursuant to the CFC rules.

Reporting Requirements

A U.S. Holder who purchases Subordinated Notes may be required to file Form 926 (or similar form) with the IRS. A U.S. Holder who fails to file any such required form could be required to pay a penalty equal to 10% of the gross amount paid for the Subordinated Notes, as applicable (subject to a maximum penalty of $100,000, except in cases of intentional disregard).

In addition, a U.S. Holder that directly, indirectly or, in certain cases, constructively owns at least 10% of the voting power or value of the Issuer's equity may need to comply with certain additional reporting requirements. In general, a U.S. Holder that is deemed to own the applicable percentage of the voting power or value of the Issuer's equity will be required to file a Form 5471 with the IRS and to supply certain information to the IRS, including with respect to the activities and assets of the Issuer and other holders of the Subordinated Notes. If a U.S. holder fails to comply with the reporting requirements, the U.S. Holder may be subject to a penalty, depending on the circumstances, equal to $10,000 for each failure to comply, subject to a maximum additional penalty of $50,000 for each failure.

Generally, a U.S. Holder of Subordinated Notes will be required to file an annual report with respect to each PFIC in which it owns an interest directly or, in certain cases, indirectly. The Issuer will use reasonable efforts to provide each holder of Subordinated Notes with the information necessary to comply with the holder's reporting obligations with respect to each such PFIC. U.S. Holders are urged to consult their own tax advisers regarding the PFIC reporting requirements.

Any Person that is required to file a U.S. federal income tax return or U.S. federal information return and participates in a "reportable transaction" in a taxable year is required to disclose certain information on IRS Form 8886 (or its successor form) and to retain certain documents related to the transaction. Various penalties and adverse consequences can result from a failure to file. A Person that is a U.S. Shareholder may be considered to participate in any reportable transactions entered into by the Issuer. Although none are anticipated, the Issuer could participate in reportable transactions. If the Issuer enters into a transaction and the Issuer is aware that such transaction is a reportable transaction, it will exercise reasonable efforts to make such information available upon the written request of the Holder of a Subordinated Note (or any other Note that is required to be treated as equity for U.S. federal income tax purposes). In addition, a U.S. Holder of Subordinated Notes may be required to file an IRS Form 8886 (or its successor form) if the U.S. Holder claims a loss deduction that exceeds a certain threshold.

Reporting requirements apply to the holding of certain foreign financial assets, including debt and equity of foreign entities, if the aggregate value of all of these assets exceeds certain specified thresholds, ranging from $50,000 and upwards, depending on the circumstances. The Notes are expected to constitute foreign financial assets subject to these requirements unless the Notes are regularly traded on an established securities market and held in an account at a financial institution (in which case, the account may be reportable if maintained by a foreign financial institution). U.S. Holders should consult their tax advisors regarding the application of this legislation.

Certain U.S. Holders of Subordinated Notes may be required to report certain information on Financial Crimes Enforcement Network (FinCEN) Form 114 for any calendar year in which they hold such securities, and may be subject to penalties for the failure to do so. Purchasers of Subordinated Notes are urged to consult their own tax advisers regarding their applicable reporting requirements.

3.8% Medicare Tax on Net Investment Income

U.S. Holders that are individuals, estates or certain trusts are subject to an additional 3.8% Medicare tax on all or a portion of their "net investment income," or "undistributed net investment income" in the case of an estate or trust, which may include any income or gain with respect to the Notes, to the extent of their net investment income or undistributed net investment income (as the case may be) that, when added to their other modified adjusted gross income, exceeds $200,000 for an unmarried individual, $250,000 for a married taxpayer filing a joint return (or a surviving spouse), $125,000 for a married individual filing a separate return, or the dollar amount at which the highest tax bracket begins for an estate or trust (which, in 2022, is $13,450). The 3.8% Medicare tax is determined in a different manner than the regular U.S. federal income tax.

U.S. Holders should consult their own tax advisors with respect to the application of the 3.8% Medicare tax to their income and gains, if any, with respect to the Notes.

Tax-Exempt U.S. Holders of the Notes

In general, a tax-exempt U.S. Holder of the Notes will not be subject to tax on unrelated business taxable income ("**UBTI**") with respect to the income from the Notes regardless of whether they are treated as equity or debt for U.S. federal income tax purposes, except to the extent that the Notes are considered debt-financed property (as defined in the Code) of that entity. A tax-exempt U.S. Holder that owns more than 50% of the Subordinated Notes collectively and also owns other Classes of Notes should consider the possible application of the special UBTI rules for amounts received from controlled entities.

Non-U.S. Holders

Subject to the discussions under "*—Foreign Account Tax Compliance Act*" and "*—Backup Withholding and Information Reporting*" below, interest (including OID, if any) and any proceeds of a sale or other disposition of the Notes currently are exempt from U.S. federal income tax, including withholding taxes, if paid to a Non-U.S. Holder unless the interest (or OID) is effectively connected with the conduct of a trade or business within the United States.

In addition, subject to the discussion under "*—Backup Withholding and Information Reporting*" below, a Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized on the sale or exchange of a Note, *provided* that such gain is not effectively connected with the conduct by the holder of a trade or business within the United States and, in the case of a Non-U.S. Holder who is an individual, the holder is not present in the United States for a total of 183 days or more during the taxable year in which the gain is realized and certain other conditions are met.

Holder Documentation

Each Holder will be required to provide the Issuer, the Trustee or their respective agents with any documentation reasonably requested by the Issuer or its agents (i) to permit the Issuer, the Trustee or their respective agents to make payments to such Holder without, or at a reduced rate of, deduction or withholding, (ii) to enable the Issuer or its agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Issuer receives payments on its assets and (iii) to enable the Issuer, the Trustee or their respective agents, as applicable, to satisfy any tax reporting and other obligations under the Code (or any regulations or guidance thereunder). Moreover, each Holder will indemnify the Issuer and the Trustee (and their respective agents) and other Holders for all damages, costs and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the failure by such Holder to provide information (or from such Holder providing incorrect or incomplete information). The indemnification will continue with respect to any period during which the Holder held Notes (and any interest therein), notwithstanding the Holder ceasing to be a Holder of the Notes.

Backup Withholding and Information Reporting

Payments of principal, interest and accruals of OID on, and the proceeds of sale or other disposition of Notes by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments, including payments of accrued OID, if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to report all interest and dividends required to be shown on its U.S. federal income tax returns. Certain U.S. Holders are not subject to backup withholding.

A Non-U.S. Holder that provides the applicable IRS Form W-8, together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating that the Non-U.S. Holder is not a U.S. Tax Person, will not be subject to backup withholding and generally will not be subject to IRS reporting requirements.

Any backup withholding from a payment generally will be allowed as a credit against a holder's U.S. federal income tax liability and may entitle such holder to a refund, provided the required information is furnished to the IRS.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code and the regulations thereunder generally impose a 30% withholding tax on "withholdable payments" (and, under current guidance, on certain "passthru" payments no earlier than the date that is two years after the publication of final U.S. Treasury Regulations defining the term "foreign passthru payments") made to a "foreign financial institution" ("**FFI**"), unless (other than in respect of an FFI covered by an intergovernmental agreement as defined and described below) the FFI enters into an agreement with the IRS to provide information regarding its U.S. account holders (which would include certain account holders that are non-U.S. entities with U.S. owners) and satisfy certain other specified requirements. FATCA also generally imposes a 30% withholding tax on "withholdable payments" made to a "non-financial foreign entity" ("**NFFE**") unless such entity provides certain information about its substantial U.S. owners to the withholding agent or certifies that it has no such U.S. owners. Under current guidance, "withholdable payments" generally include, among other items, U.S.-source interest and dividends.

Although not currently required under the Jersey IGA, the Issuer may be required to withhold on payments to holders that are "nonparticipating foreign financial institutions," as defined in FATCA, made on or after the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment." Under a grandfathering rule, however, no withholding under FATCA is required on payments (including gross proceeds) made in respect of the Notes that are properly treated as indebtedness for U.S. federal income tax purposes, unless those Notes are materially modified after the date falling six months after the date of publication of final regulations defining the term "foreign passthru payments." Notes treated as equity for U.S. federal income tax purposes, such as the Subordinated Notes, will not be grandfathered.

The Government of Jersey has entered into the Jersey IGA, a Model 1 intergovernmental agreement with the Government of the United States, which makes it easier for Jersey FFIs to comply with FATCA. Under the terms of the Jersey IGA, Jersey FFIs are not required to enter into an agreement with the IRS. Instead, the Jersey IGA generally requires Jersey FFIs to, among other things, provide information about their U.S. account holders (which would include certain account holders that are non-U.S. entities with U.S. owners) to the Comptroller of Taxes in Jersey, which, in turn, is required to relay the information to the Government of the United States. Jersey financial institutions that fail to satisfy these requirements may become subject to adverse consequences, such as penalties under Jersey law and a 30% withholding tax on withholdable payments under FATCA.

It is anticipated that the Issuer will be treated as an FFI. The Issuer is required to register with the IRS to obtain a GIIN and then comply with the Jersey AEOI Regulations, which, among other things, give effect to the Jersey IGA. These laws generally will require the Issuer to obtain certain information from holders or beneficial owners of Notes and to report this information to the Comptroller of Taxes in Jersey, which will share this information with the IRS. The required information includes the name, address, taxpayer identification number and certain other information regarding certain holders that are (or exhibit indicia that they are) U.S. Tax Persons, and, in certain cases, information regarding U.S. Tax Persons that are owners or holders of the Notes. The Issuer has obtained a GIIN and intends to comply with the Jersey AEOI Regulations. In certain circumstances, the Issuer's ability to avoid withholding under FATCA may be outside the Issuer's control. For example, the Issuer may be treated as subject to withholding under

FATCA if the holder(s) of more than 50% of the Subordinated Notes (or any other interests treated as equity for U.S. federal income tax purposes) is, or is affiliated with, an FFI that is not FATCA compliant.

Jersey has signed, along with a substantial number of other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "**CRS**"), which requires "Financial Institutions " such as the Issuer, to identify and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS and to adopt and implement written policies and procedures setting out how it will address its obligations under the CRS. Noteholders who may be affected should consult their own tax advisors regarding the possible implications of these rules.

If an investor fails to provide the Issuer with any correct, complete and accurate information requested that may be required for the Issuer to comply with FATCA or otherwise fails to comply with FATCA, the Issuer is authorized to withhold amounts otherwise distributable to the investor, to compel the investor to sell its Notes and, if the investor does not sell its Notes within 10 Business Days after notice from the Issuer, to sell the investor's Notes on behalf of the investor. Any such sale of Notes may be for less than the fair market value of such Notes; and any amounts so withheld will be deemed to have been paid in respect of the relevant Notes. In addition, each investor must indemnify the Issuer, the Trustee and their respective agents from any and all damages, costs, taxes and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the investor's failure to provide the Issuer with appropriate tax forms and other documentation reasonably requested by the Issuer, including documentation necessary for the Issuer to comply with FATCA.

Holders should consult their own tax advisers regarding the possible implications of FATCA on their investment in the Notes.

Potential Changes to U.S. Federal Income Tax Rules and Regulatory Changes Affecting Holders of the Notes

Future legislation, regulations, rulings or other authority could affect the U.S. federal income tax treatment of the Issuer and holders of the Notes. The Issuer cannot predict whether and to what extent any such legislative or administrative changes could change the U.S. federal income tax consequences to the Issuer and to the holders of the Notes. Prospective investors should consult their tax advisors regarding possible legislative and administrative changes and their effect on the U.S. federal income tax treatment of the Issuer and their investment in the Notes.

JERSEY TAX CONSIDERATIONS

The following is a discussion of certain Jersey tax consequences of an investment in the Notes. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as, and does not constitute, legal or tax advice, does not consider your particular circumstances, does not consider tax consequences other than those arising under Jersey law, and does not address all aspects of Jersey taxation law and practice. Prospective investors in the Notes should consult their professional advisers on the implications of acquiring, buying, selling or otherwise disposing of the Notes under the law of any jurisdiction in which they may be liable to taxation.

Under existing Jersey laws:

(i) Payments of interest, principal and other amounts on the Secured Notes and amounts in respect of the Subordinated Notes will not be subject to taxation in Jersey and no withholding will be required on the payment of interest and principal and other amounts on the Secured Notes or a distribution to any holder of the Subordinated Notes, nor will gains derived from the disposal of the Notes be subject to Jersey income tax. Jersey currently has no corporation or capital gains tax and no inheritance tax or gift tax; and

(ii) No stamp duty is payable in respect of the issue or transfer of the Notes.

The directors of the Issuer intend to manage and conduct its affairs in such a way that the Issuer is tax resident in Jersey. As such, under Article 123C of the Income Tax (Jersey) Law 1961, as amended, and on the basis that the Issuer is solely tax resident in Jersey, the Issuer (being neither a financial services company nor a specified utility company, each as defined in the Income Tax (Jersey) Law 1961), will be subject to Jersey income tax at the rate of zero per cent on its non-Jersey source income and, by statutory concession, bank interest arising in Jersey.

Payments in respect of the Notes may be made by the Issuer without withholding or deduction for or on account of Jersey income tax and holders of the Notes (other than residents of Jersey) will not be subject to any tax in Jersey in respect of the holding, sale or other disposition of the Notes.

OECD COMMON REPORTING STANDARD

Jersey has signed, along with a substantial number of other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "**CRS**"), which requires "Financial Institutions " such as the Issuer, to identify and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS and to adopt and implement written policies and procedures setting out how it will address its obligations under the CRS. Noteholders who may be affected should consult their own tax advisors regarding the possible implications of these rules.

JERSEY DATA PROTECTION

The Issuer has certain duties under the Data Protection (Jersey) Law 2018 (the "**DPL**") based on internationally accepted principles of data privacy.

Prospective investors should note that, by virtue of making investments in the Notes and the associated interactions with the Issuer and its affiliates and/or delegates, or by virtue of providing the Issuer with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Issuer and its affiliates and/or delegates (including, without limitation, the Administrator) with certain personal information which constitutes personal data within the meaning of the DPL. The Issuer shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Administrator, may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Notes, the Noteholders shall be deemed to acknowledge that they have read in detail and understood the Privacy Notice set out below and that such Privacy Notice provides an outline of their data protection rights and obligations as they relate to the investment in the Notes.

Oversight of the DPL is the responsibility of the Jersey Office of the Information Commissioner. Breach of the DPL by the Issuer could lead to enforcement action by the Jersey Office of the Information Commissioner, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

Privacy Notice

Introduction

The purpose of this notice is to provide Noteholders with information on the Issuer's use of their personal data in accordance with the Data Protection (Jersey) Law 2018 (the "**DPL**").

In the following discussion, "Issuer" refers to the Issuer, the Administrator and its or their affiliates and/or delegates, except where the context requires otherwise.

Investor Data

By virtue of making an investment in the Issuer and a Noteholder's associated interactions with the Issuer (including any subscription (whether past, present of future), including the recording of electronic communications or phone calls where applicable) or by virtue of a Noteholder otherwise providing the Issuer with personal information on individuals connected with the Noteholder as an investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), the Noteholder will provide the Issuer with certain personal information which constitutes personal data within the meaning of the DPL ("**Investor Data**"). The Issuer may also obtain Investor Data from other public sources. Investor Data includes, without limitation, the following information relating to a Noteholder and/or any individuals connected with a Noteholder as an investor: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of funds details and details relating to the Noteholder's investment activity.

In the Issuer's use of Investor Data, the Issuer will be characterised as a "controller" for the purposes of the DPL. The Issuer's affiliates and delegates may act as "processors" for the purposes of the DPL.

Who this Affects

If a Noteholder is a natural person, this will affect such Noteholder directly. If a Noteholder is a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides the Issuer with Investor Data on individuals connected to such Noteholder for any reason in relation to such Noteholder's investment with the Issuer, this will be relevant for those individuals and such Noteholder should transmit the content of this Privacy Notice to such individuals or otherwise advise them of its content.

How the Issuer May Use a Noteholder's Personal Data

The Issuer, as the data controller, may collect, store and use Investor Data for lawful purposes, including, in particular:

(i) where this is necessary for the performance of the Issuer's rights and obligations under any subscription agreements or purchase agreements;

(ii) where this is necessary for compliance with a legal and regulatory obligation to which the Issuer is subject (such as compliance with anti-money laundering and FATCA/CRS requirements); and/or

(iii) where this is necessary for the purposes of the Issuer's legitimate interests and such interests are not overridden by the Noteholder's interests, fundamental rights or freedoms.

Additionally, the Administrator may use Investor Data, for example to provide its services to the Issuer or to discharge the legal or regulatory requirements that apply directly to it or in respect of which the Issuer relies upon the Administrator, but such use of Investor Data by the Administrator will always be compatible with at least one of the aforementioned purposes for which we process Investor Data.

Should the Issuer wish to use Investor Data for other specific purposes (including, if applicable, any purpose that requires a Noteholder's consent), the Issuer will contact the applicable Noteholders.

Why the Issuer May Transfer a Noteholder's Personal Data

In certain circumstances the Issuer and/or its authorised affiliates or delegates may be legally obliged to share Investor Data and other information with respect to a Noteholder's interest in the Issuer with the relevant regulatory authorities such as the Jersey Financial Services Commission or the Comptroller of Revenue in Jersey. They, in turn, may exchange this information with foreign authorities, including tax authorities.

The Issuer anticipates disclosing Investor Data to the Administrator and others who provide services to the Issuer and their respective affiliates (which may include certain entities located outside of Jersey, the European Economic Area or the UK), who will process a Noteholder's personal data on the Issuer's behalf.

The Data Protection Measures the Issuer Takes

Any transfer of Investor Data by the Issuer or its duly authorised affiliates and/or delegates outside of Jersey shall be in accordance with the requirements of the DPL.

The Issuer and its duly authorised affiliates and/or delegates shall apply appropriate technical and organisational information security measures designed to protect against unauthorised or unlawful processing of Investor Data, and against accidental loss or destruction of, or damage to, Investor Data.

The Issuer shall notify a Noteholder of any Investor Data breach that is reasonably likely to result in a risk to the interests, fundamental rights or freedoms of either such Noteholder or those data subjects to whom the relevant Investor Data relates.

CERTAIN ERISA CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to the fiduciary responsibility provisions of Title I of ERISA, on entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "**ERISA Plans**"), and on those Persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of a particular investment must be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment including, but not limited to, the matters discussed under "*Risk Factors*" and the fact that in the future there may be no market in which such fiduciary will be able to sell or otherwise dispose of Notes it may purchase.

Section 406 of ERISA and section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan as well as those plans that are not subject to ERISA but to which section 4975 of the Code applies, such as individual retirement accounts and Keogh plans, including entities whose underlying assets include the assets of such plans (together with ERISA Plans, "**Plans**") and certain Persons (referred to as "parties in interest" under ERISA (each a "**Party in Interest**") or "disqualified persons" under section 4975 of the Code (each a "**Disqualified Person**")) having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. A Party in Interest or Disqualified Person who engages in a non-exempt prohibited transaction under ERISA or section 4975 of the Code (each, a "**prohibited transaction**") may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the Plan that engaged in such a non-exempt prohibited transaction may be subject to penalties under ERISA and/or the Code.

The Co-Issuers, Jefferies, the Trustee, the Collateral Administrator and the Collateral Manager may be Parties in Interest and Disqualified Persons with respect to many Plans. Prohibited transactions within the meaning of Section 406 of ERISA or section 4975 of the Code may arise if Notes are acquired or held by a Plan with respect to which the Co-Issuers, Jefferies, the Trustee, the Collateral Administrator or the Collateral Manager, or any of their respective Affiliates, is a Party in Interest or a Disqualified Person. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and section 4975 of the Code may be applicable, however, in certain cases depending in part on the type of Plan fiduciary making the decision to acquire a Note and the circumstances under which such decision is made. Included among these exemptions are Section 408(b)(17) of ERISA and section 4975(d)(20) of the Code (relating to transactions between Plans and certain non-fiduciary service providers) and Prohibited Transaction Class Exemption ("**PTCE**") 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by a qualified professional asset manager), PTCE 95-60 (relating to transactions involving insurance company general accounts), PTCE 90-1 (relating to investments by insurance company pooled separate accounts) and PTCE 96-23 (relating to transactions determined by in house asset managers). There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving Notes.

Governmental plans (as defined in Section 3(32) of ERISA), non-U.S. plans (as defined in Section 4(b)(4) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA) or other plans, while not subject to the fiduciary responsibility provisions of ERISA or the provisions of section 4975 of the Code, may nevertheless be subject to other applicable local, state, federal or non-U.S. laws that are substantially similar to the prohibited transaction provisions of Section 406 of ERISA or section 4975 of the Code ("**Other Plan Law**"). Fiduciaries of any such plans should consult with their counsel before purchasing any Notes.

Certain transactions involving the Issuer or the Co-Issuer might be deemed to constitute prohibited transactions under ERISA and the Code with respect to a Benefit Plan Investor that acquired the Notes if assets of the Issuer or the Co-Issuer were deemed to be assets of the Benefit Plan Investor. A U.S. Department of Labor regulation, 29 C.F.R. 2510.3-101, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulation**") describes what constitutes the assets of a Plan with respect to the Plan's investment in an entity for purposes of certain provisions of ERISA, including the fiduciary responsibility provisions of Title I of ERISA, and section 4975 of the Code. Under the Plan Asset Regulation, if a Plan invests in an "equity interest" of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act, the Plan's assets include

both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation in the entity by Benefit Plan Investors is not "significant."

Under the Plan Asset Regulation, an "equity interest" means any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. "**Benefit Plan Investor**" means a benefit plan investor (as defined in Section 3(42) of ERISA), which includes an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to the fiduciary responsibility provisions of Title I of ERISA, a plan that is subject to section 4975 of the Code or an entity whose underlying assets include "plan assets" by reason of any such employee benefit plan's or plan's investment in the entity. Although there is little guidance on the subject, it is anticipated that, at the time of their issuance, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes should be treated as indebtedness without substantial equity features for purposes of the Plan Asset Regulation. This determination is based upon the traditional debt features of such Notes, including the reasonable expectation of purchasers of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes that such Notes will be repaid when due and the traditional default remedies.

Each Purchaser and transferee of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in the form of a Global Note will be deemed to represent that (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Secured Notes or interest therein does not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or section 4975 of the Code, and (2) if it is a governmental, church, non-U.S. or other plan its acquisition, holding and disposition of such Secured Notes or interest therein does not and will not constitute or result in a violation of any Other Plan Law.

The Class E Notes and the Subordinated Notes are ERISA Restricted Notes. Each Purchaser of ERISA Restricted Notes in the form of a Global Note will be deemed to represent that (1) except for purchases on the Closing Date where the Purchaser has delivered a purchaser representation letter, it is not, and is not acting on behalf of (and will not be and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, and (2) if it is a governmental, church, non-U.S. or other plan its acquisition, holding and disposition of such ERISA Restricted Notes or interest therein does not and will not constitute or result in a violation of any Other Plan Law and will not subject the Co-Issuers, the Collateral Manager, the Service Provider, the Collateral Administrator, the Trustee or Jefferies to any laws, rules or regulations applicable to such plan solely as a result of the investment in such Notes by such investor. See "*Transfer Restrictions.*"

Each initial investor and subsequent transferee of a Certificated Note or an Uncertificated Note and each initial investor in the Subordinated Notes in any form (and each initial investor in Class E Notes in the form of a Global Note that is, or is acting on behalf of, a Benefit Plan Investor or a Controlling Person) will be required to provide a purchaser representation letter to the Trustee and the Issuer (and if purchasing on the Closing Date, the Initial Purchaser) containing, among other things, representations substantially similar to those set forth in Annex A-2 hereto, in which it will be required to certify, among other matters, as to its status under ERISA. See "*Transfer Restrictions*."

ERISA Restricted Notes may be considered "equity interests" in the Issuer for purposes of the Plan Asset Regulation and will not constitute "publicly-offered securities" for purposes of the Plan Asset Regulation. In addition, the Issuer will not be registered under the Investment Company Act and it is not likely that the Issuer will qualify as an "operating company" for purposes of the Plan Asset Regulation. Therefore, if equity participation in any Class of ERISA Restricted Notes by Benefit Plan Investors is "significant" within the meaning of the Plan Asset Regulation, the assets of the Issuer could be considered to be the assets of any Plans that purchase any of such Notes. In such circumstances, in addition to considering the applicability of ERISA and section 4975 of the Code to such Notes, a Plan fiduciary considering an investment in such Notes would have to consider, among other things, the applicability of ERISA and section 4975 of the Code to transactions involving the Issuer, Jefferies, the Trustee, the Collateral Administrator, the Collateral Manager or their respective Affiliates, including whether such transactions might constitute a prohibited transaction under ERISA or section 4975 of the Code or otherwise may result in a breach of fiduciary duty under ERISA.

Under the Plan Asset Regulation, equity participation in an entity by Benefit Plan Investors is "significant" on any date if, immediately after the most recent acquisition of any equity interest in the entity, 25% or more of the total value of any class of equity interests in the entity is held by Benefit Plan Investors. For purposes of this determination, the value of equity interests held by a Person (other than a Benefit Plan Investor) that has discretionary authority or

control with respect to the assets of the Issuer or that provides investment advice for a fee (direct or indirect) with respect to such assets (or any "affiliate" of such a Person (as defined in the Plan Asset Regulation)) is disregarded (each, a "**Controlling Person**").

The Issuer intends to limit participation by Benefit Plan Investors in ERISA Restricted Notes so that none of the Issuer or the Co-Issuer will be deemed to hold assets of any Plans pursuant to the Plan Asset Regulation. In order to effect these limitations, each prospective Purchaser of an ERISA Restricted Note will be deemed to have made (or, in certain cases, will be required to make) certain representations regarding its status as a Benefit Plan Investor or Controlling Person and with respect to other ERISA, Code and Other Plan Law matters as described under "*Transfer Restrictions*." **Investors in Issuer-Only Secured Notes in the form of Global Notes on the Closing Date should be particularly aware that if they are, or are acting on behalf of, a Benefit Plan Investor or a Controlling Person, then they must, on their own initiative, provide to Jefferies a duly completed certificate in the form of Annex A-2 attached hereto prior to the Closing Date.** An investor in the Issuer-Only Secured Notes in the form of Global Notes on the Closing Date who does not provide such certificate will be deemed to have made each of the representations set forth under clause (ii)(B) of "Transfer Restrictions—Global Notes", including that they are not, and are not acting on behalf of, a Benefit Plan Investor or a Controlling Person.

ERISA Restricted Notes will not be permitted to be sold or transferred to Purchasers that have represented that they are, or are acting on behalf of or with the assets of, Benefit Plan Investors or Controlling Persons to the extent that such sale may result in Benefit Plan Investors owning 25% or more of the total value of any Class of ERISA Restricted Notes determined in accordance with the Plan Asset Regulation and the Indenture and assuming that all of the representations made (or deemed to be made) by Purchasers of ERISA Restricted Notes are true. Each ERISA Restricted Note held by Controlling Persons will be disregarded and will not be treated as outstanding for purposes of determining compliance with such 25% limitation.

There can be no assurance that there will not be circumstances in which transfers of Notes will be restricted in order to comply with any applicable aforementioned limitation. Moreover, there can be no assurance that, despite the restrictions relating to purchases by or transfers to Benefit Plan Investors and Controlling Persons and the procedures to be employed by the Initial Purchaser, assets of the Issuer will not be deemed to be assets of Plan investors by reason of the Plan Asset Regulation.

Each Plan fiduciary who is responsible for making the investment decisions whether to purchase or commit to purchase and to hold Notes should determine whether, under the general fiduciary standards of investment prudence and diversification and under the documents and instruments governing the Plan, an investment in the Notes is appropriate for the Plan, taking into account the overall investment policy of the Plan and the composition of the Plan's investment portfolio. Any Plan or plan subject to Other Plan Law proposing to invest in Notes should consult with its counsel to confirm that such investment will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code or Other Plan Law, as applicable.

Additional restrictions may apply to ERISA Restricted Notes, such as the form of Security that Benefit Plan Investors and Controlling Persons may hold. Any such restrictions will be set forth in the "*Transfer Restrictions*." Any purported transfer of a Note that does not comply with the requirements set forth herein will be null and void *ab initio*.

The sale of any Notes to a Plan is in no respect a representation by the Co-Issuers, Jefferies, the Trustee, the Collateral Administrator, the Collateral Manager or any of their respective Affiliates that such an investment meets all relevant legal requirements with respect to investments by Purchasers generally or any particular Purchaser, or that such an investment is appropriate for Purchasers generally or any particular Purchaser.

LEGAL INVESTMENT CONSIDERATIONS

The appropriate characterization of the Notes under various legal investment restrictions, and thus the ability of investors subject to these restrictions to purchase the Notes, are subject to significant interpretive uncertainties. If your investment activities are subject to regulation by federal, state or local law or governmental authorities you should review the applicable laws and/or rules, policies and guidelines adopted from time to time by such authorities before purchasing any Notes.

None of the Issuer, the Co-Issuer, the Collateral Manager, Jefferies, the Trustee or the Collateral Administrator is providing investment, accounting, tax or legal advice in respect of the Notes and will not have a fiduciary relationship with any investor or prospective investor in the Notes. None of such parties make any representation as to the proper characterization of the Notes for legal investment, financial institution, regulatory or other purposes, or as to the ability of particular investors to purchase the Notes under applicable legal investment restrictions. Further, with regard to any Class of Secured Notes rated by a Rating Agency or another NRSRO, an initial rating of, or downgrade of a prior rating to, less than an "investment grade" rating (*i.e.*, lower than the top four rating categories) may adversely affect the ability of an investor to purchase or retain, or otherwise impact the regulatory characteristics of, that Class. In addition, since the Subordinated Notes are not being rated by a Rating Agency or another NRSRO (unless an NRSRO issues an unsolicited rating), that may adversely affect the ability of an investor to purchase or retain, or otherwise impact the regulatory characteristics of, those Notes. The uncertainties described above (and any unfavorable future determinations concerning the legal investment or financial institution regulatory characteristics of the Notes) may absolutely affect the liquidity and market value of the Notes.

Accordingly, if your investment activities are subject to laws and/or regulations, regulatory capital requirements or review by regulatory authorities you should consult your own legal advisors in determining whether and to what extent the Notes constitute a legal investment or are subject to investment, capital or other regulatory restrictions.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM REQUIREMENTS AND DISCLOSURES

In order to comply with U.S. laws and regulations, including the Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, aimed at the prevention of money laundering and the prohibition of transactions with certain countries, organizations and individuals, the Issuer (or the Initial Purchaser on its own behalf) may request from an investor or a prospective investor such information as it reasonably believes is necessary to verify the identity of such investor or prospective investor, and to determine whether such investor or prospective investor is permitted to be an investor in the Issuer or the Notes pursuant to such laws and regulations. In the event of the delay or failure by any investor or prospective investor in the Notes to deliver to the Issuer any such requested information, the Issuer (or the Initial Purchaser on its behalf) may (a) require such investor to immediately transfer any Note, or beneficial interest therein, held by such investor to an investor meeting the applicable requirements of this Offering Circular and the Indenture, (b) refuse to accept the subscription of a prospective investor, or (c) take any other action required to comply with such laws and regulations. In addition, following the delivery of any such information, the Issuer (or the Initial Purchaser on its own behalf) may take any of the actions identified in clauses (a)-(c) above. In certain circumstances, the Issuer, the Trustee or Jefferies may be required to provide information about investors to regulatory authorities and to take any further action as may be required by law. None of the Issuer, the Co-Issuer, the Trustee, the Collateral Administrator, the Collateral Manager, the Service Provider or Jefferies will be liable for any loss or injury to an investor or prospective investor that may occur as a result of disclosing such information, refusing to accept the subscription of any potential investor, redeeming any investment in a Note or taking any other action required by law.

PLAN OF DISTRIBUTION

Subject to the terms and conditions contained in a purchase agreement (the "**Purchase Agreement**") to be entered into among the Co-Issuers and the Initial Purchaser, the Notes are being offered by and through the Initial Purchaser pursuant to the Purchase Agreement, subject to prior sale when, as and if issued. Jefferies will act as lead manager and sole book-runner with respect to the Notes. The Initial Purchaser reserves the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. The Notes will be purchased by the Initial Purchaser and resold to prospective purchasers from time to time in negotiated transactions at varying prices determined in each case at the time of sale. It is expected that the Notes will be delivered to investors on or about the Closing Date against payment therefor in immediately available funds.

Each prospective investor should note that its account representative at Jefferies will receive compensation in connection with the sale of Notes to such investor. In addition, certain persons (including brokers, dealers, solicitors and agents) may introduce and act as continuing liaison with certain investors of the Issuer. In such instances, the Initial Purchaser generally will pay a portion of the compensation it receives from the Issuer to the persons providing the introduction and liaison services.

The Purchase Agreement will provide that the obligations of the Initial Purchaser to purchase the Notes are subject to approval of legal matters by counsel, various representation and warranties of the Co-Issuers and other pre-conditions.

The Co-Issuers will agree to indemnify the Initial Purchaser against certain liabilities, including liabilities under the Securities Act, the Exchange Act and otherwise, and will agree to contribute to payments that the Initial Purchaser may be required to make in respect thereof.

The offering of the Notes has not been and will not be registered under the Securities Act and the Notes may not be offered or sold in non-offshore transactions except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

No action has been taken or is being contemplated by the Issuer and Co-Issuer that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Notes in any jurisdiction (other than the Cayman Islands) where, or in any other circumstances in which, action for those purposes is required. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction except in circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or Jefferies. Because of the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

In the Purchase Agreement, the Initial Purchaser will agree that it or one or more of its Affiliates will sell Notes only to (a) purchasers it reasonably believes to be Qualified Institutional Buyers (or, solely in the case of the Subordinated Notes, Institutional Accredited Investors) and Qualified Purchasers (or entities owned exclusively by Qualified Purchasers) and (b) non-U.S. persons in offshore transactions pursuant to Regulation S. Until 40 days after completion of the distribution by the Issuer, an offer or sale of Notes, in a non-offshore transaction by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if the offer or sale is made otherwise than pursuant to Rule 144A or a transaction exempt from the registration requirements under the Securities Act. Resales of the Notes offered in reliance on Rule 144A or in another transaction exempt from the registration requirements under the Securities Act, as the case may be, are restricted as described under "*Transfer Restrictions*". Beneficial interests in a Regulation S Global Note may not be held by a U.S. person at any time, and resales of the Notes offered in offshore transactions to non-U.S. persons in reliance on Regulation S may be effected only in accordance with the transfer restrictions described herein. As used in this paragraph, the terms "United States" and "U.S." have the meanings given to them by Regulation S.

Buyers of the Notes pursuant to Regulation S may be required to pay stamp taxes and other charges in accordance with the laws and practice of the country of purchase in addition to the offering price for such Notes.

The Notes are offered when, as and if issued, subject to prior sale or withdrawal, cancellation or modification of the offer without notice and subject to approval of certain legal matters by counsel and certain other conditions.

The Notes are a new issue of securities for which there is currently no market. Jefferies is under no obligation to make a market in any Class of the Notes and any market making activity, if commenced, may be discontinued at any time. There can be no assurance that a secondary market for any Class of the Notes will develop, or if one does develop, that it will continue. Accordingly, no assurance can be given as to the liquidity of or trading market for the Notes.

In connection with the issuance of the Notes, the Initial Purchaser (acting in its capacity as the Stabilizing Manager, or persons acting on behalf of the Stabilizing Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. Any stabilization action, if undertaken, may be discontinued at any time.

The Co-Issuers have not authorized and do not authorize the making of any offer of Notes through any financial intermediary on their behalf, other than offers of the Notes made by the Initial Purchaser with a view to the final placement of such Notes as contemplated in this Offering Circular. Accordingly, no purchaser of the Notes, other than the Initial Purchaser, is authorized to make any further offer of any Notes on behalf of the Co-Issuers or the Initial Purchaser.

The Initial Purchaser and its affiliates may have had in the past and may in the future have business relationships and dealings with one or more obligors on the Collateral Obligations and their affiliates and may own equity or debt securities issued by such obligors or their affiliates. The Initial Purchaser or its affiliates may have provided and may in the future provide investment banking services to an obligor on Collateral Obligations or its affiliates and may have received or may receive compensation for such services. In addition, any of the Initial Purchaser and its affiliates may buy securities from and sell securities to an obligor on Collateral Obligations or its affiliates for its own account or for the accounts of its customers.

Jersey Placement Provisions

In the Purchase Agreement, the Initial Purchaser will agree that it has not made and will not make any invitation to the public in Jersey to subscribe for the Notes or any offer of Notes which would require a Registrar's consent to be granted pursuant to the Companies (General Provisions) (Jersey) Order 2002, as amended. None of the Issuer, the Co-Issuer or the Initial Purchaser has authorized, nor do any of them authorize, the making of any offer of Notes by the circulation of a prospectus as defined under the Companies (Jersey) Law 1991, as amended.

TRANSFER RESTRICTIONS

Because of the transfer restrictions set forth in the Indenture (the "**Transfer Restrictions**") and described below, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Notes. Purchasers of Notes represented by an interest in a Regulation S Global Secured Note or a Regulation S Global Subordinated Note are advised that such interests are not transferable to U.S. Persons at any time except in accordance with the following restrictions.

The Notes have not been registered or qualified under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Indenture.

Without limiting the foregoing, by holding a Note, you will acknowledge and agree (or to the extent you hold a beneficial interest in a Global Note, be deemed to acknowledge and agree), among other things, that you understand that neither of the Co-Issuers is registered as an investment company under the Investment Company Act, and that the Co-Issuers are excepted from registration as such by virtue of Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) excepts from the provisions of the Investment Company Act those issuers who privately place their securities solely to Persons who at the time of purchase are Qualified Purchasers. In general terms, "Qualified Purchaser" is defined to mean, among other things, any natural person who owns not less than U.S.$5,000,000 in investments; any Person who in the aggregate owns and invests on a discretionary basis, not less than U.S.$25,000,000 in investments; and trusts as to which both the settlor and the decision-making trustee are Qualified Purchasers (but only if such trust was not formed for the specific purpose of making such investment).

If you are (i) an initial investor in Certificated Secured Notes or Uncertificated Secured Notes of any Class, you will be required to provide Jefferies with a representation letter containing representations substantially similar to those set forth in Annex A-3 and, in the case of Issuer-Only Secured Notes, Annex A-2 hereto, as well as other agreements and indemnities, (ii) an initial investor in Global Subordinated Notes, you will be required to provide Jefferies with a representation letter containing representations substantially similar to those set forth in Annex A-1 and Annex A-2 hereto, as well as other agreements and indemnities, (iii) an initial investor in Certificated Subordinated Notes or Uncertificated Subordinated Notes, you will be required to provide Jefferies with a representation containing representations substantially similar to those set forth in Annex A-1 and Annex A-2 hereto, as well as other agreements and indemnities, or (iv) an initial investor in Issuer-Only Secured Notes in the form of Global Notes and you are, or are acting on behalf of, a Benefit Plan Investor or a Controlling Person, you will be required to provide Jefferies with a representation letter containing representations substantially similar to those set forth in Annex A-2 hereto, as well as other agreements and indemnities.

Global Notes

Whether you are an initial investor in or a transferee of Notes represented by an interest in a Global Note you will be deemed to have represented and agreed as follows (except as may be expressly agreed in writing between you and the Issuer, if you are an initial investor):

(i) In connection with the purchase of such Notes: (A) none of the Co-Issuers, the Collateral Manager, the Service Provider, the Retention Holder, Jefferies, the Trustee, the Collateral Administrator, the Note Registrar or the Administrator (the "**Transaction Parties**") or any of their respective affiliates is acting as a fiduciary or financial or investment advisor for such beneficial owner; (B) such beneficial owner is not relying, and will not rely, (for purposes of making any investment decision or otherwise) upon any written or oral advice, counsel or representations of the Transaction Parties or any of their respective Affiliates other than any statements in the final Offering Circular for such Notes, and such beneficial owner has read and understands such final Offering Circular for the Notes (including, without limitation, the descriptions herein of the structure of the transaction in which the Notes are being issued and the risks to purchasers of the Notes); (C) such beneficial owner has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Indenture) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Transaction Parties or any of their respective Affiliates; (D) such beneficial owner is

either (1) both (a) a "qualified institutional buyer" (as defined under Rule 144A under the Securities Act) that purchases such Notes in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder that is not a dealer described in paragraph (a)(1)(ii) of Rule 144A which owns and invests on a discretionary basis less than U.S.$25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan and (b) a "qualified purchaser" for purposes of Section 3(c)(7) of the Investment Company Act or an entity owned exclusively by "qualified purchasers" or (2) not a "U.S. person" as defined in Regulation S and is acquiring the Notes in an offshore transaction (as defined in Regulation S) in reliance on the exemption from registration provided by Regulation S; (E) such beneficial owner is acquiring its interest in such Notes as principal solely for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (F) such beneficial owner was not formed for the purpose of investing in such Notes; (G) such beneficial owner understands that the Issuer may receive a list of participants holding interests in the Notes from one or more book entry depositories; (H) such beneficial owner will hold and transfer at least the Minimum Denomination of such Notes; (I) such beneficial owner is a sophisticated investor and is purchasing the Notes with a full understanding of all of the terms, conditions and risks thereof, and is capable of and willing to assume those risks; (J) if it is not a U.S. Tax Person, it is not acquiring any Note as part of a plan to reduce, avoid or evade U.S. federal income tax; (K) none of the Transaction Parties or any of their respective Affiliates has given it (directly or indirectly through any other Person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of the Notes or of the Indenture; (L) the beneficial owner has determined that the rates, prices or amounts and other terms of the purchase and sale of the Notes reflect those in the relevant market for similar transactions; (M) the beneficial owner is not a (x) partnership, (y) common trust fund or (z) special trust, pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants may designate the particular investments to be made; and (N) the beneficial owner agrees that it will not hold any Notes for the benefit of any other Person, that it will at all times be the sole beneficial owner of the Notes for purposes of the Investment Company Act and all other purposes and that the beneficial owner will not sell participation interests in the Notes or enter into any other arrangement pursuant to which any other Person will be entitled to a beneficial interest in the distributions on the Notes.

(ii) (A) With respect to the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, (a) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Secured Notes or interest therein does not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or section 4975 of the Code, and (b) if it is a governmental, church, non-U.S. or other plan, its acquisition, holding and disposition of such Secured Notes or interest therein does not and will not constitute or result in a violation of any Other Plan Law.

(B) With respect to ERISA Restricted Notes, (1) except for purchases on the Closing Date where the purchaser has delivered a purchaser representation letter, it is not, and is not acting on behalf of (and will not be and will not be acting on behalf of) a Benefit Plan Investor or a Controlling Person and (2) if it is a governmental, church, non-U.S. or other plan, its acquisition, holding and disposition of such ERISA Restricted Notes or interest therein does not and will not constitute or result in a violation of any Other Plan Law and will not subject the Co-Issuers, the Collateral Manager, the Service Provider, the Trustee, the Collateral Administrator or Jefferies to any laws, rules or regulations applicable to such plan solely as a result of the investment in such Notes by such investor.

(iii) Such beneficial owner understands that such Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Notes have not been and will not be registered under the Securities Act, and, if in the future such beneficial owner decides to offer, resell, pledge or otherwise transfer such Notes, such Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Indenture and the legend on such Notes. Such beneficial owner acknowledges that no representation has been made as to the availability of any

exemption under the Securities Act or any state securities laws for resale of such Notes. Such beneficial owner understands that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act.

(iv) Such beneficial owner is aware that, except as otherwise provided in the Indenture, any Notes being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Secured Notes or Regulation S Global Subordinated Notes, as applicable, and that in each case beneficial interests therein may be held only through DTC for the respective accounts of Euroclear or Clearstream.

(v) Such beneficial owner will provide notice to each Person to whom it proposes to transfer any interest in the Notes of the Transfer Restrictions and representations set forth in the Indenture, including the exhibits referenced therein.

(vi) Such beneficial owner agrees that it will not cause the filing of a petition in bankruptcy against the Issuer, the Co-Issuer or any Issuer Subsidiary prior to the day which is one year (or, if longer, the applicable preference period then in effect) *plus* one day after payment in full of all of the Notes.

(vii) Such beneficial owner understands and agrees that the Notes are limited recourse obligations of the Issuer (and the Co-Issuer, as applicable) from time to time and at any time payable solely from the proceeds of the Assets available at such time and following realization of the Assets, and all application of the proceeds thereof in accordance with the Indenture, all obligations of and any claims against the Issuer (and the Co-Issuer, as applicable) thereunder or in connection therewith will be extinguished and will not thereafter revive.

(viii) Such beneficial owner is not a member of the public in Jersey.

(ix) Such beneficial owner will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

(x) In the case of the Re-Pricing Eligible Classes, such beneficial owner irrevocably acknowledges and agrees that the Interest Rate applicable to such Notes may be reduced by a Re-Pricing Amendment as described in this Offering Circular and that, if such beneficial owner does not affirmatively consent to any such Re-Pricing Amendment by delivery of a Consent and Purchase Request within the time period set forth in, and otherwise in accordance with, the provisions of the Indenture and as described in this Offering Circular, the Issuer may cause any Notes of any of the Re-Pricing Affected Classes held by such beneficial owner to be sold to an eligible third party on the effective date of the Re-Pricing Amendment for a purchase price equal to what the Redemption Price of such Notes would have been if such date were a Redemption Date.

(xi) In the case of the Floating Rate Notes, such beneficial owner irrevocably acknowledges and agrees that the base rate used to calculate the Interest Rate applicable to the Floating Rate Notes may be changed from the Benchmark to a Benchmark Replacement as described in this Offering Circular.

(xii) Such beneficial owner agrees to be subject to the Bankruptcy Subordination Agreement.

(xiii) Such beneficial owner acknowledges receipt of the Issuer's privacy notice set out in the Offering Circular (the "**Privacy Notice**"). The beneficial owner shall promptly provide the Privacy Notice to (i) each individual whose personal data the beneficial owner has provided or will provide to the Issuer or any of its delegates in connection with the beneficial owner's investment in the Notes (such as directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the beneficial owner as may be requested by the Issuer or any of its delegates. The beneficial owner shall also promptly provide to any such individual, on request by the Issuer or any of its delegates, any updated versions of the Privacy Notice and the privacy notice (or other data protection

disclosures) of any third party to which the Issuer or any of its delegates has directly or indirectly provided that individual's personal data.

Issuer-Only Secured Notes in the form of a Global Note

If you are an initial investor in Issuer-Only Secured Notes in the form of Global Notes on the Closing Date and you are, or are acting on behalf of, a Benefit Plan Investor or a Controlling Person, then you must, on your own initiative, provide to Jefferies a duly completed certificate in the form of Annex A-2 attached hereto prior to the Closing Date. An investor in the Issuer-Only Secured Notes in the form of Global Notes on the Closing Date who does not provide such certificate will be deemed to have made each of the representations set forth under clause (ii)(B) of "—Global Notes" above, including that they are not, and are not acting on behalf of, a Benefit Plan Investor or a Controlling Person. You are solely responsible for determining whether or not you must provide the certificate attached hereto as Annex A-2 and none of the Transaction Parties have any duty to separately inform initial investors of their obligation to provide such certificate.

Certificated Secured Notes or Uncertificated Secured Notes

Purchasers of Secured Notes on the Closing Date relying on Rule 144A may elect to have their Secured Notes issued in the form of Certificated Secured Notes or Uncertificated Secured Notes. If you are a purchaser or transferee of a Certificated Secured Note or an Uncertificated Secured Note (including by way of a transfer of an interest in a Global Secured Note to you as a transferee acquiring a Certificated Secured Note or an Uncertificated Secured Note), no such purchase or transfer will be recorded or otherwise recognized unless you have provided the Trustee with a certificate substantially in the form of Annex A-3 hereto; *provided* that if you are a purchaser of Issuer-Only Secured Notes in the form of Certificated Notes or Uncertificated Notes, you will be required to provide the Trustee and the Issuer (and if purchasing on the Closing Date, the Initial Purchaser) with a representation letter containing representations substantially similar to those set forth in Annex A-2 and Annex A-3 hereto (except as may be expressly agreed in writing between you and the Issuer, if you are an initial investor).

Certificated Subordinated Notes and Uncertificated Subordinated Notes

No purchase or transfer of a Certificated Subordinated Note or Uncertificated Subordinated Note (including a transfer or an interest in a Global Subordinated Note to a transferee acquiring such Subordinated Note in the form of a Certificated Subordinated Note, or an Uncertificated Subordinated Note) will be recorded or otherwise recognized unless the purchaser or transferee thereof has provided the Issuer and the Trustee (and if purchasing on the Closing Date, the Initial Purchaser) with certificates substantially in the form of Annex A-1 and Annex A-2 hereto, together with such other documents customarily required in respect of such transfer.

Additional Restrictions

Each holder of a Secured Note (or any interest therein) will be deemed to have represented and agreed to treat the Secured Notes as indebtedness for U.S. federal, state and local income and franchise tax purposes, provided that this shall not prevent such holder from making a protective "qualified electing fund" election with respect to any Issuer-Only Secured Note.

Each holder of a Subordinated Note (or any interest therein) will be deemed to have represented and agreed to treat the Subordinated Notes, as applicable, as equity for U.S. federal, state and local income and franchise tax purposes.

The failure to provide the Issuer and the Trustee (and any of their agents) with properly completed and signed tax certifications (generally, in the case of U.S. federal income tax, an Internal Revenue Service Form W-9 (or applicable successor form) in the case of a Person that is a U.S. Tax Person or the appropriate Internal Revenue Service Form W-8 (or applicable successor form) (together with all appropriate attachments) in the case of a Person that is not a U.S. Tax Person) may result in withholding from payments in respect of the Notes, including U.S. federal withholding or back-up withholding.

Each holder of a Note (or any interest therein) will (i) provide the Issuer, the Trustee and their respective agents with any correct, complete and accurate Holder FATCA Information and will take any other actions that the Issuer, the Trustee or their respective agents deem necessary to comply with FATCA and (ii) update any such information provided in clause (i) promptly upon learning that any such information previously provided has become obsolete or

incorrect or is otherwise required. In the event such holder fails to provide such information, take such actions or update such information, (a) the Issuer is authorized to withhold amounts otherwise distributable to the holder if required to do so, and/or as compensation for any cost, loss or liability suffered as a result of such failure and (b) the Issuer will have the right to compel the holder to sell its Notes or, if such holder does not sell its Notes within 10 business days after notice from the Issuer, to sell such Notes in the same manner as if such holder were a Non-Permitted Holder, and to remit the net proceeds of such sale (taking into account any taxes incurred in connection with such sale) to the holder as payment in full for such Notes. Each holder of a Note (or any interest therein) agrees, or by acquiring this Note or an interest in this Note will be deemed to agree, that the Issuer may provide such information and any other information regarding its investment in the Notes to the U.S. Internal Revenue Service, the Comptroller of Taxes in Jersey or other relevant governmental authority. Each Holder (and beneficial owner of the Notes) acknowledges that any such sale of Notes under the Indenture may be for less than the fair market value of such Notes. Any amounts withheld under the Indenture will be deemed to have been paid in respect of the relevant Notes.

Each holder of a Note that is not a U.S. Tax Person will make, or by acquiring such Note or any interest therein will be deemed to make, a representation (on behalf of itself and any beneficial owner of the Notes held by it) to the effect that (i) either (a) it is not a (x) bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business (within the meaning of Section 881(c)(3)(A) of the Code), (y) "10 percent shareholder" described in Section 881(c)(3)(B) of the Code or (z) "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, (b) it has provided an Internal Revenue Service Form W-8BEN or W-8BEN-E representing that it is a Person that is eligible for benefits under an income tax treaty with the United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States, or (c) it has provided an Internal Revenue Service Form W-8ECI representing that all payments received or to be received by it on the Notes or any interest therein are effectively connected with the conduct of a trade or business in the United States, and (ii) it is not purchasing this Note or any interest therein with the purpose of avoiding any Person's U.S. federal income tax liability.

To the extent that (A) any Holder of Class E Notes (with respect to any period during which any such Notes are treated as equity interests in the Issuer for U.S. federal income tax purposes) and/or (B) any Holder of Subordinated Notes owns more than 50% of any such Class of Notes or is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i) or any successor provision), such Holder will be required to covenant, or, in the case of Global Notes, is deemed to covenant, that it will (i) confirm that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e) or any successor provision, and (ii) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e) or any successor provision, in each case except to the extent that the Issuer or its agents have provided such Holder with an express waiver of this provision.

Each Holder of Subordinated Notes will not treat any income with respect to its Subordinated Notes as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.

Each holder of a Note (or any interest therein) will indemnify the Issuer, the Trustee, and their respective agents from any and all damages, cost and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the failure by such holder to comply with FATCA or its obligations under a Note. The indemnification will continue with respect to any period during which the holder held a Note (or any interest therein), notwithstanding the holder ceasing to be a holder of the Note.

No transfer of any Class E Note or Subordinated Note (or any interest therein) will be permitted, and the Issuer and the Trustee (based solely on transfer certificates provided to it) will not recognize any such transfer of a Class E Note or Subordinated Note, if it would cause 25% or more of the total value of the Class E Notes or the Subordinated Notes (determined separately) to be held by Benefit Plan Investors, disregarding Class E Notes and Subordinated Notes (or interest therein) held by Controlling Persons.

Each Holder of a Certificated Note or an Uncertificated Note will agree to comply with the Holder AML Obligations.

Legends

The Secured Notes will bear a legend to the following effect unless the Co-Issuers determine otherwise in compliance with applicable law:

> THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE INDENTURE REFERRED TO BELOW. THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), AND THE APPLICABLE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "*INVESTMENT COMPANY ACT*"). THIS NOTE AND INTERESTS HEREIN MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT (A)(1) TO A QUALIFIED PURCHASER (FOR PURPOSES OF THE INVESTMENT COMPANY ACT) THAT THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE BENEFICIARIES OF THE PLAN, PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 (AS APPLICABLE) OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS SPECIFIED IN THE INDENTURE REFERRED TO BELOW, AND IN EACH CASE WHICH MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXCEPTION, (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION AND (C) IN AN AUTHORIZED DENOMINATION FOR THE PURCHASER AND FOR EACH SUCH ACCOUNT. EACH PURCHASER OF THIS NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN SECTION 2.5 OF THE INDENTURE, OR, IF REQUIRED UNDER THE INDENTURE, MUST DELIVER A TRANSFER CERTIFICATE IN THE FORM PROVIDED IN THE INDENTURE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE APPLICABLE ISSUER, THE TRUSTEE, THE NOTE REGISTRAR OR ANY INTERMEDIARY.
>
> THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY BENEFICIAL OWNER OF AN INTEREST IN A NOTE THAT IS A PERSON (OTHER THAN A PERSON THAT IS NOT A "U.S. PERSON" (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) WHO ACQUIRES ITS INTEREST IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER REGULATIONS UNDER THE SECURITIES LAW) THAT IS NOT BOTH (A) A QUALIFIED PURCHASER OR A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY (OTHER THAN A TRUST) EACH SHAREHOLDER, PARTNER, MEMBER OR OTHER EQUITY OWNER OF WHICH IS A QUALIFIED PURCHASER AND (B) A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

EACH HOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(a)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING THIS NOTE OR ANY INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT (I) EITHER (A) IT IS NOT A (X) BANK EXTENDING CREDIT PURSUANT TO A LOAN AGREEMENT ENTERED INTO IN THE ORDINARY COURSE OF ITS TRADE OR BUSINESS (WITHIN THE MEANING OF SECTION 881(c)(3)(A) OF THE CODE), (Y) "10 PERCENT SHAREHOLDER" DESCRIBED IN SECTION 881(c)(3)(B) OF THE CODE OR (Z) "CONTROLLED FOREIGN CORPORATION" DESCRIBED IN SECTION 881(c)(3)(C) OF THE CODE, (B) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8BEN OR W-8BEN-E REPRESENTING THAT IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE UNITED STATES THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE UNITED STATES, OR (C) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8ECI REPRESENTING THAT ALL PAYMENTS RECEIVED OR TO BE RECEIVED BY IT ON THE NOTES OR ANY INTEREST THEREIN ARE EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE UNITED STATES, AND (II) IT IS NOT PURCHASING THIS NOTE OR ANY INTEREST THEREIN WITH THE PURPOSE OF AVOIDING ANY PERSON'S U.S. FEDERAL INCOME TAX LIABILITY.

[THE ISSUER ALSO HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY HOLDER THAT DOES NOT CONSENT TO A RE-PRICING AMENDMENT WITH RESPECT TO THIS NOTE PURSUANT TO THE APPLICABLE TERMS OF THE INDENTURE TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER OR MAY REDEEM THIS NOTE.][5]

[EACH HOLDER AND EACH BENEFICIAL OWNER OF ANY INTEREST IN THIS NOTE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED (OR REQUIRED TO REPRESENT AND AGREE) ON EACH DAY FROM THE DATE ON WHICH SUCH HOLDER OR BENEFICIAL OWNER ACQUIRES THIS NOTE THROUGH AND INCLUDING THE DATE ON WHICH SUCH HOLDER OR BENEFICIAL OWNER DISPOSES OF THIS NOTE, THAT (I) IF IT IS, OR IS ACTING ON BEHALF OF, A "BENEFIT PLAN INVESTOR" WITHIN THE MEANING OF SECTION 3(42) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*"), ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST THEREIN DOES NOT AND WILL NOT CONSTITUTE OR OTHERWISE RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*"), AND IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION DOES NOT AND WILL NOT CONSTITUTE OR OTHERWISE RESULT IN A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("*OTHER PLAN LAW*"); AND (II) IT WILL NOT SELL OR OTHERWISE TRANSFER THIS NOTE OTHERWISE THAN TO AN ACQUIRER OR TRANSFEREE THAT MAKES OR IS DEEMED TO MAKE THESE SAME REPRESENTATIONS, WARRANTIES AND AGREEMENTS WITH RESPECT TO ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE.][6]

[EACH PURCHASER OR TRANSFEREE OF INTERESTS IN THIS NOTE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT, (I) EXCEPT FOR PURCHASES ON THE CLOSING DATE WHERE THE PURCHASER HAS PROVIDED THE ISSUER AND TRUSTEE

[5] Insert for a Re-Pricing Eligible Class.

[6] Insert into a Class X Note, Class A Note, Class B Note, Class C Note and Class D Note.

WITH A COMPLETED QUESTIONNAIRE SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT B5 TO THE INDENTURE, IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND WILL NOT BE AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON, AND (II) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST HEREIN DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*") ("*OTHER PLAN LAW*"), AND WILL NOT SUBJECT THE CO-ISSUERS, THE COLLATERAL MANAGER, THE SERVICE PROVIDER, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR OR THE INITIAL PURCHASER TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN SOLELY AS A RESULT OF THE INVESTMENT IN THIS NOTE BY SUCH PLAN. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "CONTROLLING PERSON" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "AFFILIATE" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON.][7]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE TRUSTEE (I) (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, AND (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR IS ACTING ON BEHALF OF A CONTROLLING PERSON AND (II) THAT, IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST HEREIN DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*") ("*OTHER PLAN LAW*"), AND WILL NOT SUBJECT THE CO-ISSUERS, THE COLLATERAL MANAGER, THE SERVICE PROVIDER, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR OR THE INITIAL PURCHASER TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN SOLELY AS A RESULT OF THE INVESTMENT IN THIS NOTE BY SUCH PLAN. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS

[7] Insert into a Class E Note issued as a Global Note.

INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "CONTROLLING PERSON" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "AFFILIATE" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON.][8]

[NO TRANSFER OF A CLASS E NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE (BASED SOLELY ON THE TRANSFER CERTIFICATES PROVIDED TO IT) WILL NOT RECOGNIZE ANY TRANSFER OF A CLASS E NOTE, IF IT WOULD CAUSE 25% OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("*25% LIMITATION*").

THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY BENEFICIAL OWNER OF A CLASS E NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR OR CONTROLLING PERSON REPRESENTATION OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN RELATED REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25% LIMITATION TO SELL ITS INTEREST IN THE CLASS E NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER. ANY ACQUISITION OR TRANSFER OF THIS NOTE IN VIOLATION OF THE ABOVE RESTRICTIONS SHALL BE NULL AND VOID AB INITIO.][9]

[ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("*DTC*"), NEW YORK, NEW YORK, TO THE CO-ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, TRANSFERS OF REGISTERED OWNERSHIP OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.][10]

[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, TRANSFERS OF REGISTERED OWNERSHIP OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE

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[8] Insert into a Class E Note issued as a Certificated Note or Uncertificated Note.

[9] Insert into Class E Notes.

[10] Insert into all Classes of Global Secured Notes.

IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.][11]

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE TRUSTEE.

[THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("*OID*") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY WRITING TO THE ISSUER AT ITS REGISTERED OFFICE.][12]

[EACH HOLDER AND EACH BENEFICIAL OWNER OF THIS NOTE, BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, THIS NOTE AS DEBT OF THE ISSUER FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES AND SHALL TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT UNLESS OTHERWISE REQUIRED BY A CHANGE IN APPLICABLE LAW AFTER THE CLOSING DATE, A CLOSING AGREEMENT WITH A RELEVANT TAXING AUTHORITY OR A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION.][13]

[EACH HOLDER AND EACH BENEFICIAL OWNER OF THIS NOTE, BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, THIS NOTE AS DEBT OF THE ISSUER FOR U.S. FEDERAL, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES AND SHALL TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT UNLESS OTHERWISE REQUIRED BY A CHANGE IN APPLICABLE LAW AFTER THE CLOSING DATE, A CLOSING AGREEMENT WITH A RELEVANT TAXING AUTHORITY OR A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION; PROVIDED THAT THIS SHALL NOT PREVENT SUCH HOLDER FROM MAKING A PROTECTIVE "QUALIFIED ELECTING FUND" ELECTION AND FILING PROTECTIVE INFORMATION RETURNS WITH RESPECT TO THIS NOTE.][14]

The Subordinated Notes will bear a legend substantially to the following effect unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE INDENTURE REFERRED TO BELOW. THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "*INVESTMENT COMPANY ACT*"). THIS NOTE AND INTERESTS HEREIN MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, EXCEPT (A)(1) TO A QUALIFIED PURCHASER THAT THE SELLER REASONABLY BELIEVES IS [(X)][15] A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT THAT IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.$25 MILLION IN SECURITIES OF ISSUERS THAT ARE NOT AFFILIATED PERSONS OF THE DEALER AND IS NOT A PLAN

[11] Insert into all Classes of Certificated Secured Notes.

[12] Insert into Class C Notes, Class D Notes and Class E Notes.

[13] Insert into Class X Notes, Class A Notes, Class B Notes, Class C Notes and Class D Notes.

[14] Insert into Class E Notes.

[15] Insert into a Certificated Subordinated Note.

REFERRED TO IN PARAGRAPH (a)(1)(i)(D) OR (a)(1)(i)(E) OF RULE 144A OR A TRUST FUND REFERRED TO IN PARAGRAPH (a)(1)(i)(F) OF RULE 144A THAT HOLDS THE ASSETS OF SUCH A PLAN, IF INVESTMENT DECISIONS WITH RESPECT TO THE PLAN ARE MADE BY THE BENEFICIARIES OF THE PLAN, PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT[, OR (Y) AN ACCREDITED INVESTOR OF THE TYPE SET FORTH IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT ("*INSTITUTIONAL ACCREDITED INVESTOR*")][16] OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 (AS APPLICABLE) OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS SPECIFIED IN THE INDENTURE REFERRED TO BELOW, AND IN EACH CASE WHICH MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXCEPTION, (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION AND (C) IN AN AUTHORIZED DENOMINATION FOR THE PURCHASER AND FOR EACH SUCH ACCOUNT. EACH PURCHASER OF THIS NOTE WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND AGREEMENTS SET FORTH IN SECTION 2.5 OF THE INDENTURE, OR, IF REQUIRED UNDER THE INDENTURE, MUST DELIVER A TRANSFER CERTIFICATE IN THE FORM PROVIDED IN THE INDENTURE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER, THE TRUSTEE, THE NOTE REGISTRAR OR ANY INTERMEDIARY.

THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY BENEFICIAL OWNER OF AN INTEREST IN THIS NOTE (OTHER THAN A PERSON THAT IS NOT A U.S. PERSON WHO ACQUIRES ITS INTEREST IN A TRANSACTION EXEMPT FROM REGISTRATION PURSUANT TO REGULATION S) THAT IS NOT BOTH (1) QUALIFIED PURCHASER OR A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY (OTHER THAN A TRUST, EXCEPT AS OTHERWISE AGREED TO BY THE ISSUER) EACH SHAREHOLDER, PARTNER, MEMBER OR OTHER EQUITY OWNER OF WHICH IS A QUALIFIED PURCHASER AND (2) A QUALIFIED INSTITUTIONAL BUYER [OR AN INSTITUTIONAL ACCREDITED INVESTOR][17] TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

[EACH PURCHASER OR TRANSFEREE OF INTERESTS IN THIS NOTE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT, (I) EXCEPT FOR PURCHASES ON THE CLOSING DATE WHERE THE PURCHASER HAS PROVIDED THE ISSUER AND TRUSTEE WITH A COMPLETED QUESTIONNAIRE SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT B5 TO THE INDENTURE, IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND WILL NOT BE AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON, AND (II) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST HEREIN DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*") ("*OTHER PLAN LAW*"), AND WILL NOT SUBJECT THE CO-ISSUERS, THE COLLATERAL MANAGER, THE

[16] Insert into a Certificated Subordinated Note.

[17] Insert into a Certificated Subordinated Note.

SERVICE PROVIDER, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR OR THE INITIAL PURCHASER TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN SOLELY AS A RESULT OF THE INVESTMENT IN THIS NOTE BY SUCH PLAN. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "CONTROLLING PERSON" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "AFFILIATE" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON.][18]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE TRUSTEE (I) (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, AND (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR IS ACTING ON BEHALF OF A CONTROLLING PERSON AND (II) THAT, IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR AN INTEREST HEREIN DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("*ERISA*") AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "*CODE*") ("*OTHER PLAN LAW*"), AND WILL NOT SUBJECT THE CO-ISSUERS, THE COLLATERAL MANAGER, THE SERVICE PROVIDER, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR OR THE INITIAL PURCHASER TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN SOLELY AS A RESULT OF THE INVESTMENT IN THIS NOTE BY SUCH PLAN. "BENEFIT PLAN INVESTOR" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "CONTROLLING PERSON" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "AFFILIATE" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER

[18]Insert into a Subordinated Note issued as a Global Note.

THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON.][19]

NO TRANSFER OF A SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE (BASED SOLELY ON THE TRANSFER CERTIFICATES PROVIDED TO IT) WILL NOT RECOGNIZE ANY TRANSFER OF A SUBORDINATED NOTE, IF IT WOULD CAUSE 25% OR MORE OF THE TOTAL VALUE OF THE SUBORDINATED NOTES TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("*25% LIMITATION*").

THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY BENEFICIAL OWNER OF A SUBORDINATED NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR OR CONTROLLING PERSON REPRESENTATION OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN RELATED REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25% LIMITATION TO SELL ITS INTEREST IN THE SUBORDINATED NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER. ANY ACQUISITION OR TRANSFER OF THIS NOTE IN VIOLATION OF THE ABOVE RESTRICTIONS SHALL BE NULL AND VOID *AB INITIO*.

EACH HOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(a)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING THIS NOTE OR ANY INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT (I) EITHER (A) IT IS NOT A (X) BANK EXTENDING CREDIT PURSUANT TO A LOAN AGREEMENT ENTERED INTO IN THE ORDINARY COURSE OF ITS TRADE OR BUSINESS (WITHIN THE MEANING OF SECTION 881(c)(3)(A) OF THE CODE), (Y) "10 PERCENT SHAREHOLDER" DESCRIBED IN SECTION 881(c)(3)(B) OF THE CODE OR (Z) "CONTROLLED FOREIGN CORPORATION" DESCRIBED IN SECTION 881(c)(3)(C) OF THE CODE, (B) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8BEN OR W-8BEN-E REPRESENTING THAT IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE UNITED STATES THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE UNITED STATES, OR (C) IT HAS PROVIDED AN INTERNAL REVENUE SERVICE FORM W-8ECI REPRESENTING THAT ALL PAYMENTS RECEIVED OR TO BE RECEIVED BY IT ON THE NOTES OR ANY INTEREST THEREIN ARE EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE UNITED STATES, AND (II) IT IS NOT PURCHASING THIS NOTE OR ANY INTEREST THEREIN WITH THE PURPOSE OF AVOIDING ANY PERSON'S U.S. FEDERAL INCOME TAX LIABILITY.

[ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("*DTC*"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO.).

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, TRANSFERS OF REGISTERED OWNERSHIP OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN

[19]Insert into a Subordinated Note issued as a Certificated Note or Uncertificated Note.

WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.][20]

[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, TRANSFERS OF REGISTERED OWNERSHIP OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.][21]

EACH HOLDER AND EACH BENEFICIAL OWNER OF THIS NOTE, BY ACQUIRING THIS NOTE OR AN INTEREST IN THIS NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, THIS NOTE AS EQUITY IN THE ISSUER FOR U.S. FEDERAL INCOME AND FRANCHISE TAX PURPOSES AND SHALL TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT UNLESS OTHERWISE REQUIRED BY A CHANGE IN APPLICABLE LAW AFTER THE CLOSING DATE, A CLOSING AGREEMENT WITH A RELEVANT TAXING AUTHORITY OR A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION.

Non-Permitted Holder

Investors in the Notes understand and agree that if (x) any Non-Permitted Holder becomes the beneficial owner of an interest in any Note or (y) any beneficial owner of an interest in any Note is a Recalcitrant Holder, the Issuer will (or, in the case of clause (y) above, may), promptly after discovery of any such Non-Permitted Holder or Recalcitrant Holder by any of the Issuer, the Co-Issuer or the Trustee (and notice by the Trustee or the Co-Issuer to the Issuer, if either of them makes the discovery (who, in each case, agree to notify the Issuer of such discovery, if any)), send notice to such Non-Permitted Holder or Recalcitrant Holder demanding that such Non-Permitted Holder or Recalcitrant Holder, as applicable, transfer its interest in such Notes to a Person that is not a Non-Permitted Holder or Recalcitrant Holder within 30 days of the date of such notice. If such Non-Permitted Holder or Recalcitrant Holder fails to so transfer the applicable Notes or interest, the Issuer will have the right (1) to compel such holder to sell its interest in the Notes, (2) to assign to such Notes a separate CUSIP number or numbers, or (3) without further notice to the Non-Permitted Holder or Recalcitrant Holder, to sell such Notes or interest in such Notes, as applicable, to a purchaser selected by the Issuer that is not a Non-Permitted Holder or a Recalcitrant Holder on such terms as the Issuer may choose. Such investors also understand and agree that the Issuer, or the Collateral Manager acting on behalf of and at the direction of the Issuer, may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes, and selling such interest to the highest such bidder. However, the Issuer, or the Collateral Manager acting on behalf of and at the direction of the Issuer, may select a purchaser by any other means determined by it in its sole discretion. The Holder of each Note, the Non-Permitted Holder or the Recalcitrant Holder and each other Person in the chain of title from the Holder to the Non-Permitted Holder or the Recalcitrant Holder, as applicable, by their acceptance of an interest in the applicable Notes, agree to cooperate with the Issuer and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale will be remitted to the Non-Permitted Holder or Recalcitrant Holder, as applicable. The terms and conditions of any such sale will be determined in the sole discretion of the Issuer, and neither the Issuer nor the Trustee will be liable to any Person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion. The Issuer will be able to effect the sale or other transfer of all of the Notes held by a Non-Permitted Holder or Recalcitrant Holder notwithstanding that the sale of only a portion of such interest in the Notes would be sufficient to prevent such holder from being a Non-Permitted Holder or Recalcitrant Holder, as the case may be.

[20]Insert into all Global Subordinated Notes.

[21]Insert into all Certificated Subordinated Notes.

Non-Permitted ERISA Holder

If any Non-Permitted ERISA Holder becomes the beneficial owner of a Note, the Issuer will, promptly after discovery that such Person is a Non-Permitted ERISA Holder by the Issuer or upon notice to the Issuer from the Trustee (if a trust officer of the Trustee obtains actual knowledge) or the Co-Issuer to the Issuer, if either of them makes the discovery and who, in each case, agree to notify the Issuer of such discovery, send notice to such Non-Permitted ERISA Holder demanding that such Non-Permitted ERISA Holder transfer its interest to a Person that is not a Non-Permitted ERISA Holder (and that is otherwise eligible to hold such Notes or an interest therein) within 10 days after the date of such notice. If such Non-Permitted ERISA Holder fails to so transfer such Notes the Issuer or the Collateral Manager acting for the Issuer will have the right, without further notice to the Non-Permitted ERISA Holder, to sell such Notes or interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder (and that is otherwise eligible to hold such Notes or an interest therein) on such terms as the Issuer may choose. The Issuer, or the Collateral Manager acting on behalf of the Issuer, may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and sell such Notes to the highest such bidder. However, the Issuer or the Collateral Manager may select a purchaser by any other means determined by it in its sole discretion. The Holder of each Note, the Non-Permitted ERISA Holder and each other Person in the chain of title from the Holder to the Non-Permitted ERISA Holder, by its acceptance of an interest in the Notes agrees to cooperate with the Issuer, the Collateral Manager and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale will be remitted to the Non-Permitted ERISA Holder. The terms and conditions of any such sale will be determined in the sole discretion of the Issuer, and none of the Issuer, the Co-Issuer, the Trustee, the Note Registrar or the Collateral Manager will be liable to any Person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion.

Non-Permitted AML Holder

If any Holder or beneficial owner of Certificated Notes or Uncertificated Notes fails for any reason to comply with its Holder AML Obligations or otherwise is or becomes a Non-Permitted AML Holder, the Issuer will have the right to (1) compel it to sell its interest in such Notes, (2) sell such interest on its behalf in accordance with the procedures specified in the Indenture and/or (3) assign to such Notes a separate CUSIP or CUSIPs and, in the case of this clause (3), direct the Trustee or other Paying Agent to deposit payments on such Notes into a separate account associated with such Non-Permitted AML Holder established by the Issuer and maintained at the Trustee for the benefit of the Issuer (with respect to each Non-Permitted AML Holder, an "**AML Reserve Account**"), which amounts will be either (x) released to the Holder of such Notes at such time that the Issuer determines that the Holder or beneficial owner of such Notes complies with its Holder AML Obligations and is not otherwise a Non-Permitted AML Holder or (y) released to pay costs related to such noncompliance, provided that any amounts remaining in such AML Reserve Account will be released to the applicable Holder (a) on the date of final payment for the applicable Class (or as soon as reasonably practical thereafter) or (b) at the request of the applicable Holder or beneficial owner, on any Business Day after such Holder or beneficial owner has certified to the Issuer and the Trustee that it no longer holds an interest in any Notes. Amounts deposited in an AML Reserve Account will remain uninvested and will not be released except upon the direction of the Issuer or pursuant to clause (x), (y), (a) or (b) above. For the avoidance of doubt, any amounts released to a Holder as provided above will be released to the Holder as of the Record Date for the Payment Date in which the related amounts were deposited into the AML Reserve Account. Any amounts deposited into an AML Reserve Account in respect of Notes held by a Non-Permitted AML Holder will be treated for all purposes under the Indenture as if such amounts had been paid directly to the Holder of such Notes. Each holder or beneficial owner of Certificated Notes or Uncertificated Notes will agree to indemnify the Issuer and the Trustee for all damages, costs and expenses that result from its failure to comply with its Holder AML Obligations. This indemnification will continue even after it ceases to have an ownership interest in such Notes. Each Non-Permitted AML Holder shall reasonably cooperate with the Issuer to effect the foregoing and, by acceptance of its Note, agrees to the requirements of this section. Each AML Reserve Account shall be required to satisfy the requirements applicable to the Accounts set forth under "*Security for the Secured Notes—Account Requirements*".

Sale of Notes for Less Than Fair Market Value

Each Holder (and beneficial owner of the Notes) acknowledges that any sale of Notes compelled by the Issuer as described in the three preceding paragraphs may be for less than the fair market value of such Notes.

LISTING AND GENERAL INFORMATION

1. Application has been made to the Cayman Islands Stock Exchange for the Notes to be admitted to listing on the Official List of the Cayman Islands Stock Exchange. There can be no assurance that such listing will be granted or, if granted, that such listing will be maintained.

2. For the term of the Notes, copies of the Memorandum and Articles, the limited liability company agreement of the Co-Issuer and the Indenture will be available in electronic form for inspection at the principal office of the Issuer and the offices of the Trustee at 1776 Heritage Drive, North Quincy, Massachusetts, 02171, and copies thereof may be obtained upon request.

3. Since formation and as of the date hereof, neither the Issuer nor the Co-Issuer has commenced trading, established any accounts or declared any dividends, except for the transactions described herein.

4. Neither of the Co-Issuers is, or has since its respective formation been, involved in any legal, governmental or arbitration proceedings which may have or have had a significant effect on the financial position or profitability of the Co-Issuers nor, so far as either Co-Issuer is aware, are any such legal, governmental or arbitration proceedings involving it pending or threatened.

5. The issuance by the Issuer of the Notes is expected to be authorized by the board of directors of the Issuer by resolutions passed on or about the Closing Date and the issuance by the Co-Issuer of the Co-Issued Notes is expected to be authorized by the sole manager of the Co-Issuer by resolutions passed on the Closing Date.

6. The Issuer is not required by Jersey law, and the Issuer does not intend, to publish annual reports and accounts, nor has it done so as of the date hereof. The accounts of the Issuer will not be subject to audit. The Co-Issuer is not required by Delaware State law, and the Co-Issuer does not intend, to publish annual reports and accounts, nor has it done so as of the date hereof. The Indenture, however, requires the Issuer to provide the Trustee with written confirmation, on an annual basis, that to the best of its knowledge following review of the activities of the prior year, no Event of Default has occurred and is continuing or, if one has, specifying the same. The Co-Issuers do not intend to provide to the public post-issuance transaction information regarding the securities to be admitted to trading or the performance of the underlying collateral.

7. No website mentioned in this Offering Circular forms part of the document.

8. Neither of the Co-Issuers intends to accumulate any surpluses.

9. The Notes to be sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Secured Notes and Regulation S Global Subordinated Notes are expected to be accepted for clearance through Clearstream and Euroclear. The Notes sold to Persons that are QIBs and Qualified Purchasers in reliance on Rule 144A under the Securities Act or another exemption from the registration requirements of the Securities Act and represented by Rule 144A Global Secured Notes and Rule 144A Global Subordinated Notes are expected to be accepted for clearance through DTC. The CUSIP Numbers, International Securities Identification Numbers (ISIN) and Common Codes for the Secured Notes represented by Regulation S Global Secured Notes, Rule 144A Global Secured Notes and Certificated Secured Notes, as applicable, Subordinated Notes represented by Regulation S Global Subordinated Notes, Rule 144A Global Subordinated Notes and Certificated Subordinated Notes, as applicable, are as follows:

	Rule 144A Global		Regulation S Global		Certificated	
	CUSIP	ISIN	CUSIP	ISIN	CUSIP	ISIN
Class X Notes	92326CAA5	US92326CAA53	G9500EAA6	USG9500EAA67	92326CAB3	US92326CAB37
Class A-1N Notes	92326CAC1	US92326CAC10	G9500EAB4	USG9500EAB41	92326CAD9	US92326CAD92
Class A-1F Notes	92326CAE7	US92326CAE75	G9500EAC2	USG9500EAC24	92326CAF4	US92326CAF41
Class A-2N Notes	92326CAG2	US92326CAG24	G9500EAD0	USG9500EAD07	92326CAH0	US92326CAH07
Class A-2F Notes	92326CAJ6	US92326CAJ62	G9500EAE8	USG9500EAE89	92326CAK3	US92326CAK36
Class BN Notes	92326CAL1	US92326CAL19	G9500EAF5	USG9500EAF54	92326CAM9	US92326CAM91
Class BF Notes	92326CAN7	US92326CAN74	G9500EAG3	USG9500EAG38	92326CAP2	US92326CAP23
Class C Notes	92326CAQ0	US92326CAQ06	G9500EAH1	USG9500EAH11	92326CAR8	US92326CAR88
Class D1 Notes	92326CAU1	US92326CAU18	G9500EAK4	USG9500EAK40	92326CAV9	US92326CAV90
Class D2 Notes	92326CAS6	US92326CAS61	G9500EAJ7	USG9500EAJ76	92326CAT4	US92326CAT45
Class E Notes	92332XAA1	US92332XAA19	G95005AA5	USG95005AA54	92332XAB9	US92332XAB91
Subordinated Notes	92332XAC7	US92332XAC74	G95005AB3	USG95005AB38	92332XAD5	US92332XAD57

LEGAL MATTERS

Certain legal matters with respect to the Notes will be passed upon for the Co-Issuers and Jefferies by Orrick, Herrington & Sutcliffe LLP. Certain matters with respect to Jersey law will be passed upon for the Issuer by Maples and Calder (Jersey) LLP. Certain legal matters with respect to the Collateral Manager and with respect to the Issuer as to certain U.S. tax law matters will be passed upon by Mayer Brown LLP.

"**Account Control Agreement**" means the account control agreement, dated as of the Closing Date, among the Issuer, the Trustee and the Bank, as securities intermediary and depositary bank.

"**Accounts**" means (i) the Collection Account, (ii) the Payment Account, (iii) the Ramp-Up Account, (iv) the Custodial Account, (v) the Revolver Funding Account and (vi) the Expense Reserve Account. For the avoidance of doubt, any AML Reserve Account will not be an Account.

"**Adjusted Collateral Principal Amount**" means, as of any date of determination, the sum of:

(a) the Aggregate Principal Balance of the Collateral Obligations (other than any Defaulted Obligations, Discount Obligations, Deferring Obligations, Restructured Qualified Obligations and Long-Dated Obligations); *plus*

(b) without duplication, the amounts on deposit in the Collection Account, the Payment Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds; *plus*

(c) for each Defaulted Obligation, its Moody's Collateral Value; *provided* that the value for any Defaulted Obligation which the Issuer has owned for more than three years and which was at all times a Defaulted Obligation will be zero; *plus*

(d) for each Deferring Obligation, its Moody's Collateral Value; *plus*

(e) for each Discount Obligation, the purchase price thereof (expressed as a percentage of par) (excluding accrued interest and any syndication or upfront fees paid to the Issuer, but including, at the discretion of the Collateral Manager, the amount of any related transaction costs (including assignment fees) paid by the Issuer to the seller of the Collateral Obligation) *multiplied by* its outstanding par amount, expressed as a dollar amount; *plus*

(f) for each Restructured Qualified Obligation, its Moody's Collateral Value; *plus*

(g) for each Long-Dated Obligation (other than Excepted Long-Dated Obligations, which will have a Principal Balance of zero for purposes of this calculation), an amount equal to the lesser of its Market Value and 70% of its Principal Balance; *minus*

(h) the Excess Caa/CCC Adjustment Amount;

provided that, with respect to any Collateral Obligation that (A) satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation, Deferring Obligation, Restructured Qualified Obligation, Long-Dated Obligation or Excepted Long-Dated Obligation or (B) falls into the Excess Caa/CCC Adjustment Amount, such Collateral Obligation will, for the purposes of this definition, be treated as only belonging to the category of Collateral Obligations which results in the lowest Adjusted Collateral Principal Amount on any date of determination.

"**Adjusted Weighted Average Moody's Rating Factor**" means, as of any date of determination, a number equal to the Weighted Average Moody's Rating Factor determined in the following manner: for purposes of determining a Moody's Default Probability Rating, Moody's Rating or Moody's Derived Rating in connection with determining the Weighted Average Moody's Rating Factor for purposes of this definition, each applicable rating on credit watch by Moody's that is on (a) positive watch will be treated as having been upgraded by one rating subcategory and (b) negative watch will be treated as having been downgraded by one rating subcategory.

"**Administrative Expense Cap**" means an amount equal on any Payment Date (when taken together with any Administrative Expenses (other than, in the case of clause (ii) below, Administrative Expenses related to the costs and expenses incurred by the Co-Issuers in connection with the issuance of the Notes on the Closing Date and any additional issuance) that are paid during the period since the preceding Payment Date or in the case of the first Payment Date, the period since the Closing Date either (i) pursuant to any of clause (A) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*," clause (A) under "*Summary of Terms—Priority of Payments—*

Application of Principal Proceeds" and clause (A) of the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*" (including any excess applied in accordance with sub-clause (1) of the proviso to this definition) or (ii) out of funds standing to the credit of the Expense Reserve Account), to the sum of (a) 0.02% *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount at the beginning of the Collection Period relating to such Payment Date and (b) U.S.$200,000 *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year consisting of twelve 30-day months); *provided* that, (1) in respect of any Payment Date after the third Payment Date following the Closing Date, if the aggregate amount of Administrative Expenses (other than, in the case of clause (y) below, Administrative Expenses related to the costs and expenses incurred by the Co-Issuers in connection with the issuance of the Notes on the Closing Date and any additional issuance) that are paid (x) pursuant to any of clause (A) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*," clause (A) under "*Summary of Terms—Priority of Payments—Application of Principal Proceeds*" and clause (A) of the Special Priority of Payments described under "*Description of the Notes—Priority of Payments*" (including any excess applied in accordance with this proviso) or (y) out of funds standing to the credit of the Expense Reserve Account on the three immediately preceding Payment Dates and during the related Collection Periods is less than the stated Administrative Expense Cap (without regard to any excess applied in accordance with this proviso) in the aggregate for such three preceding Payment Dates, then the excess may be applied to the Administrative Expense Cap with respect to the then-current Payment Date; and (2) in respect of the third Payment Date following the Closing Date, such excess amount will be calculated based on the Payment Dates preceding such Payment Date.

"**Administrative Expenses**" include fees, expenses (including indemnities) and other amounts due or accrued with respect to any Payment Date (including, with respect to any Payment Date, any such amounts that were due and not paid on any prior Payment Date) and payable in the following order by the Issuer or the Co-Issuer: *first*, to the Trustee pursuant to the Indenture and to the Bank, in each of its capacities (other than Trustee) pursuant to the Indenture and the other Transaction Documents, *second*, to the Collateral Administrator, pursuant to the Collateral Administration Agreement, *third*, on a *pro rata* basis, the following amounts (excluding indemnities) to the following parties:

(i) the Independent accountants, agents (other than the Collateral Manager) and counsel of the Issuer for fees and expenses;

(ii) the Rating Agencies for fees and expenses (including any annual fee, amendment fees and surveillance fees) in connection with any rating of the Secured Notes or in connection with the rating of (or provision of credit estimates in respect of) any Collateral Obligations;

(iii) the Collateral Manager under the Indenture and the Collateral Management Agreement, including without limitation reasonable expenses of the Collateral Manager (including fees and expenses for its accountants, agents and counsel) incurred in connection with the purchase or sale of any Collateral Obligations, any other expenses incurred in connection with the Collateral Obligations and certain amounts payable pursuant to the Collateral Management Agreement but excluding the Management Fees;

(iv) the Administrator and the Share Trustee pursuant to the Administration Agreement; and

(v) any other Person in respect of any other fees or expenses permitted under the Indenture and the documents delivered pursuant to or in connection with the Indenture (including any expenses or taxes related to any Issuer Subsidiary, the payment of facility rating fees, any costs of complying with FATCA and all legal and other fees and expenses incurred in connection with the purchase or sale of any Collateral Obligations and any other expenses incurred in connection with the Collateral Obligations) and the Notes, including but not limited to, amounts owed to the Co-Issuer pursuant to the Indenture and any amounts due in respect of the listing of the Notes on any stock exchange or trading system;

and *fourth*, on a *pro rata* basis, indemnities payable to any Person pursuant to any Transaction Document; *provided* that, (x) for the avoidance of doubt, amounts that are expressly payable to any Person under the Priority of Payments in respect of an amount that is stated to be payable as an amount other than as Administrative Expenses (including, without limitation, interest and principal in respect of the Notes) will not constitute Administrative Expenses and (y) no amount will be payable to the Collateral Manager as Administrative Expenses in reimbursement of fees or expenses

of any third party unless the Collateral Manager has first paid the fees or expenses that are the subject of such reimbursement.

"**Affiliate**" means, with respect to a Person, (a) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person or (b) any other Person who is a director, officer, employee or general partner (i) of such Person, (ii) of any subsidiary or parent company of such Person or (iii) of any Person described in clause (a) of this sentence. For the purposes of this definition, "control" of a Person means the power, direct or indirect, (x) to vote more than 50% of the securities having ordinary voting power for the election of directors of such Person or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. For purposes of this definition, (x) no entity will be deemed an Affiliate of the Issuer or the Co-Issuer solely because the Administrator or any of its Affiliates acts as administrator or share trustee for such entity, and (y) neither the Collateral Manager nor any Person for whom it provides advisory services or acts as collateral manager will be deemed to be an Affiliate of the Issuer or the Co-Issuer. For the avoidance of doubt, for purposes of calculating compliance with clause (iii) of the Concentration Limitations, an obligor will not be considered an Affiliate of any other obligor (A) solely due to the fact that each such obligor is under the control of the same financial sponsor or (B) if they have both distinct corporate family ratings and distinct issuer credit ratings.

"**Aggregate Outstanding Amount**" means, with respect to any of the Notes as of any date, the aggregate unpaid principal amount of such Notes outstanding (including any Secured Note Deferred Interest previously added to the principal amount of any Class of Secured Notes that remains unpaid) on such date; *provided* that, with respect to any Subordinated Notes, payments under such Notes will not result in a reduction in the Aggregate Outstanding Amount of such Notes; and *provided further* that the "Aggregate Outstanding Amount" of the Class X Notes means, as of any date, the difference between (a) $3,000,000 and (b) the aggregate amount of all or any portion of each Class X Principal Amortization Amount and (without duplication) each Unpaid Class X Principal Amortization Amount paid pursuant to the Priority of Payments on any Payment Date that occurred prior to such date.

"**Aggregate Principal Balance**" means, when used with respect to all or a portion of the Collateral Obligations, the sum of the Principal Balances of all or of such portion of the Collateral Obligations.

"**AML Compliance**" means compliance with the Jersey AML Regulations.

"**Approved Bond Index**" means, with respect to each Collateral Obligation that is a Bond, one of the following indices: Merrill Lynch US High Yield Master II Constrained Index, Bloomberg ticker HUC0, Bloomberg ticker H0A0, Bloomberg ticker HW40, Credit Suisse High Yield Index or any nationally recognized comparable replacement bond index (other than an index that is maintained by an Affiliate of the Collateral Manager). The Collateral Manager may select either (a) a separate Approved Bond Index with respect to each individual Collateral Obligation that is a Bond by notice to the Trustee, the Collateral Administrator and the Rating Agencies upon the acquisition of such Collateral Obligation (provided that such Approved Bond Index with respect to any Collateral Obligation may not subsequently be changed by the Collateral Manager unless such index is no longer published or is no longer reasonably applicable with respect to the relevant assets or is no longer reasonably applicable with respect to the relevant assets, in which case the Collateral Manager may select a replacement index upon notice to the Trustee, the Collateral Administrator and the Rating Agencies), or (b) an Approved Bond Index to apply with respect to all of the Collateral Obligations that are bonds, which index the Collateral Manager may change at any time upon notice to the Trustee, the Collateral Administrator and the Rating Agencies.

"**Approved Issuer Subsidiary Liquidation**" means a liquidation or winding up of an Issuer Subsidiary that is directed by the Issuer (or the Collateral Manager on the Issuer's behalf) because the Issuer Subsidiary no longer holds any assets.

"**Approved Loan Index**" means, with respect to each Collateral Obligation that is a Loan, any nationally recognized index specified in a schedule to the Indenture as amended through the addition or removal of nationally recognized indices from time to time by the Collateral Manager with prior notice of any amendment to the Rating Agencies in respect of such amendment and a copy of any such amended schedule to the Indenture to the Collateral Administrator.

"**Asset-backed Commercial Paper**" means commercial paper or other short-term obligations of a program that primarily issues externally rated commercial paper backed by assets or exposures held in a bankruptcy-remote, special purpose entity.

"**Assigned Moody's Rating**" has the meaning specified in Annex B hereto.

"**Available Funds**" means with respect to any Payment Date, the amount of any positive balance (of cash and Eligible Investments) in the Collection Account as of the Determination Date relating to such Payment Date and, with respect to any other date, such amount as of that date.

"**Bank**" means State Street Bank and Trust Company, in its individual capacity and not as Trustee, or any successor thereto.

"**Bankruptcy Exchange**" means an exchange of (a) a Defaulted Obligation or (b) a Credit Risk Obligation (without the payment of additional funds other than for the purposes of paying reasonable and customary transfer costs, provided that Excess Interest Proceeds may be applied in consideration for such exchange) for another debt obligation which, but for the fact that such debt obligation is a Defaulted Obligation or a Credit Risk Obligation, would otherwise qualify as a Collateral Obligation and meeting each of the following requirements: (i) in the Collateral Manager's reasonable business judgment, at the time of the exchange, such debt obligation received on exchange has a better likelihood of recovery than the Defaulted Obligation or Credit Risk Obligation to be exchanged, (ii) as determined by the Collateral Manager, at the time of the exchange, the debt obligation received on exchange is no less senior in right of payment vis-à-vis such obligor's other outstanding indebtedness than the Defaulted Obligation or Credit Risk Obligation to be exchanged vis-à-vis its obligor's other outstanding indebtedness, (iii) the Moody's Default Probability Rating, if any, of the debt obligation received on exchange is not lower than the Moody's Default Probability Rating of the Defaulted Obligation or Credit Risk Obligation to be exchanged, (iv) as determined by the Collateral Manager, both prior to and after giving effect to such exchange, not more than 5.0% of the Collateral Principal Amount consists of obligations received in a Bankruptcy Exchange, (v) as determined by the Collateral Manager, after giving effect to such exchange, the Aggregate Principal Balance of all obligations received in a Bankruptcy Exchange, measured cumulatively from the Closing Date, does not exceed 10.0% of the Target Initial Par Amount, (vi) the period for which the Issuer held the Defaulted Obligation or Credit Risk Obligation to be exchanged will be included for all purposes in the Indenture when determining the period for which the Issuer holds the debt obligation received on exchange, (vii) as determined by the Collateral Manager, such exchanged Defaulted Obligation or Credit Risk Obligation was not acquired in a Bankruptcy Exchange, (viii) the exchange does not take place during a Restricted Trading Period, (ix) as determined by the Collateral Manager, with respect to an exchange of a Credit Risk Obligation, each of the Collateral Quality Tests are maintained or improved, (x) with respect to an exchange of a Credit Risk Obligation, such Collateral Obligation received in exchange has an equal or higher Moody's Rating than the Credit Risk Obligation to be exchanged, (xi) as determined by the Collateral Manager, both prior to and after giving effect to such exchange, each of the Coverage Tests is satisfied or, if any Coverage Test was not satisfied prior to such exchange, such Coverage Test will be maintained or improved by such exchange, and (xii) as determined by the Collateral Manager, with respect to an exchange of a Credit Risk Obligation, such Collateral Obligation received in exchange is purchased at a price no greater than 100% of par.

"**Bankruptcy Law**" means the federal Bankruptcy Code, Title 11 of the United States Code, as amended from time to time, and any successor statute or any other applicable federal or state bankruptcy law or similar law, including, without limitation, the Bankruptcy (Désastre) (Jersey) Law 1990 and, as applicable, the Companies (Jersey) Law 1991, each as amended from time to time, and any bankruptcy, insolvency, winding up, reorganization or similar law enacted under the laws of Jersey or any other applicable jurisdiction.

"**Benchmark**" means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement. Notwithstanding anything to the contrary herein, for purposes of calculating the interest due on the Floating Rate Notes, the Benchmark shall at no time be less than 0.0% per annum.

"**Bond**" means a publicly issued or privately placed debt security or note (that is not a loan or a Participation Interest in a loan) that is issued by a corporation, limited liability company, partnership or trust.

"**Bridge Loan**" means any loan or other obligation that (x) is incurred in connection with a merger, acquisition, consolidation, or sale of all or substantially all of the assets of a Person or similar transaction and (y) by its terms, is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings (it being understood that any such loan or debt security that has a nominal maturity date of one year or less from the incurrence thereof but has a term-out or other provision whereby (automatically or at the sole option of the obligor thereof) the maturity of the indebtedness thereunder may be extended to a later date is not a Bridge Loan).

"**Business Day**" means any day other than (i) a Saturday or a Sunday or (ii) a day on which commercial banks are authorized or required by applicable law, regulation or executive order to close in New York, New York or in the city in which the corporate trust office of the Trustee is located or, for any final payment of principal, in the relevant place of presentation.

"**Caa Collateral Obligation**" means a Collateral Obligation (other than a Defaulted Obligation) with a Moody's Rating of "Caa1" or lower.

"**Caa/CCC Collateral Obligations**" means the Caa Collateral Obligations and/or the CCC Collateral Obligations, as the context requires.

"**Caa/CCC Excess**" means an amount equal to the greater of:

(i) the excess of the Aggregate Principal Balance of all Caa Collateral Obligations over an amount equal to 7.5% of the Collateral Principal Amount as of the current Determination Date; and

(ii) the excess of the Aggregate Principal Balance of all CCC Collateral Obligations over an amount equal to 7.5% of the Collateral Principal Amount as of the current Determination Date;

provided that, in determining which of the Caa/CCC Collateral Obligations (or portion of a Caa/CCC Collateral Obligation) will be included in the Caa/CCC Excess, the Caa/CCC Collateral Obligations with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Collateral Obligations as of such Determination Date) will be deemed to constitute such Caa/CCC Excess; *provided, further*, that if the greater of clause (i) or (ii) above does not result in the larger Excess Caa/CCC Adjustment Amount, then the lesser of clause (i) or (ii) will be applicable for purposes of this definition.

"**Calculation Agent**" means the calculation agent appointed by the Issuer, initially the Trustee, for purposes of determining the Benchmark for each Interest Accrual Period.

"**CCC Collateral Obligation**" means a Collateral Obligation (other than a Defaulted Obligation) with an S&P Rating of "CCC+" or lower.

"**Certificated Notes**" means, collectively, the Certificated Secured Notes and the Certificated Subordinated Notes.

"**CFR**" has the meaning specified in Annex B hereto.

"**Class**" means each of (a) the Class X Notes, (b) the Class A-1N Notes, (c) the Class A-1F Notes, (d) the Class A-2N Notes, (e) the Class A-2F Notes, (f) the Class BN Notes, (g) the Class BF Notes, (h) the Class C Notes, (i) the Class D1 Notes, (j) the Class D2 Notes, (k) the Class E Notes and (l) the Subordinated Notes; provided that, for purposes of exercising any rights to consent, give direction or otherwise vote, (1) the Class A-1N Notes and the Class A-1F Notes will vote as a single Class, (2) the Class A-2N Notes and the Class A-2F Notes will vote as a single Class and (3) the Class BN Notes and the Class BF Notes will vote as a single Class, in each case, except as expressly provided in the Indenture or in connection with any supplemental indenture that affects one such Class in a manner that is materially different from the effect of such supplemental indenture on the other such Class.

"**Class A Notes**" means the Class A-1 Notes and the Class A-2 Notes collectively.

"**Class A-1 Notes**" means the Class A-1N Notes and the Class A-1F Notes collectively.

"**Class A-1F Notes**" means the Class A-1F Senior Secured Fixed Rate Notes issued pursuant to the Indenture.

"**Class A-1N Notes**" means the Class A-1N Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class A-2 Notes**" means the Class A-2N Notes and the Class A-2F Notes collectively.

"**Class A-2F Notes**" means the Class A-2F Senior Secured Fixed Rate Notes issued pursuant to the Indenture.

"**Class A-2N Notes**" means the Class A-2N Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class A/B Coverage Tests**" means the Overcollateralization Test and the Interest Coverage Test, each as applied with respect to the Class A Notes and the Class B Notes (in the aggregate and not separately by Class).

"**Class B Notes**" means the Class BN Notes and the Class BF Notes collectively.

"**Class BF Notes**" means the Class BF Senior Secured Fixed Rate Notes issued pursuant to the Indenture.

"**Class BN Notes**" means the Class BN Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class C Coverage Tests**" means the Overcollateralization Test and the Interest Coverage Test, each as applied with respect to the Class C Notes.

"**Class C Notes**" means the Class C Mezzanine Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class D Coverage Tests**" means the Overcollateralization Test and the Interest Coverage Test, each as applied with respect to the Class D Notes.

"**Class D Notes**" means the Class D1 Notes and the Class D2 Notes collectively.

"**Class D1 Notes**" means the Class D1 Mezzanine Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class D2 Notes**" means the Class D2 Mezzanine Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class E Coverage Tests**" means the Overcollateralization Test and the Interest Coverage Test, each as applied with respect to the Class E Notes.

"**Class E Notes**" means the Class E Junior Secured Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class X Notes**" means the Class X Senior Secured Floating Rate Notes issued pursuant to the Indenture.

"**Class X Principal Amortization Amount**" means an amount equal to, for each Payment Date beginning with the October 2022 Payment Date, the lesser of the Aggregate Outstanding Amount of the Class X Notes and U.S.$200,000.

"**Clearstream**" means Clearstream Banking, *société anonyme*, a corporation organized under the laws of the Duchy of Luxembourg or any successor clearing corporation.

"**Co-Issued Notes**" means the Class X Notes, the Class A-1 Notes, the Class A-2 Notes, the Class B Notes, the Class C Notes and the Class D Notes collectively.

"**Co-Issuers**" means the Issuer together with the Co-Issuer.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collateral Interest Amount**" means, as of any date of determination, without duplication, the aggregate amount of Interest Proceeds that has been received or that is expected to be received (other than Interest Proceeds expected to be received from Defaulted Obligations and Deferring Obligations, but including Interest Proceeds actually received

from Defaulted Obligations and Deferring Obligations), in each case during the Collection Period in which such date of determination occurs (or after such Collection Period but on or prior to the related Payment Date if such Interest Proceeds would be treated as Interest Proceeds with respect to such Collection Period).

"**Collateral Manager**" means MJX Venture Management II LLC, a limited liability company organized under the laws of the State of Delaware, until a successor Person has become the Collateral Manager pursuant to the provisions of the Collateral Management Agreement, and thereafter "Collateral Manager" will mean such successor Person.

"**Collateral Manager Notes**" means, as of any date of determination, (a) all Notes held on such date by (i) the Collateral Manager or any employees of the Collateral Manager, (ii) any Affiliate of the Collateral Manager or (iii) any account, fund, client or portfolio managed or advised on a discretionary basis by the Collateral Manager or any of its Affiliates and (b) all Notes as to which economic exposure is held on such date (whether through any derivative financial transaction or otherwise) by any Person identified in the foregoing clause (a).

"**Collateral Principal Amount**" means, as of any date of determination, the sum of (a) the Aggregate Principal Balance of the Collateral Obligations and (b) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds.

"**Collection Period**" means, (i) with respect to the first Payment Date, the period commencing on the Closing Date and ending at the close of business on the eighth Business Day prior to the first Payment Date; and (ii) with respect to any other Payment Date, the period commencing on the day immediately following the prior Collection Period and ending (a) in the case of the final Collection Period preceding the latest Stated Maturity of any Class of Notes, at the close of business on the day preceding such Stated Maturity, (b) in the case of the final Collection Period preceding an Optional Redemption, Clean-Up Optional Redemption or Tax Redemption in whole of the Secured Notes or in whole of the Notes, at the close of business on the Business Day preceding the Redemption Date; provided that any Sale Proceeds or Refinancing Proceeds received on the Redemption Date shall be deemed to be received on the Business Day preceding the Redemption Date, and (c) in any other case, at the close of business on the eighth Business Day prior to such Payment Date.

"**Controlling Class**" means the Class A-1 Notes so long as any Class A-1 Notes are outstanding; then the Class A-2 Notes so long as any Class A-2 Notes are outstanding; then the Class B Notes so long as any Class B Notes are outstanding; then the Class C Notes so long as any Class C Notes are outstanding; then the Class D1 Notes so long as any Class D1 Notes are outstanding; then the Class D2 Notes so long as any Class D2 Notes are outstanding; then the Class E Notes so long as any Class E Notes are outstanding; and then the Subordinated Notes. For the avoidance of doubt, the Class X Notes will not constitute a Controlling Class under any circumstances.

"**Controversial Weapons**" means any of anti-personnel mines, biological and chemical weapons, cluster weapons, depleted uranium, nuclear weapons, and white phosphorus.

"**Cov-Lite Loan**" means a Loan whose Underlying Instrument (i) does not contain any financial covenants or (ii) does not require the borrower to comply with a Maintenance Covenant; *provided* that, for all purposes a Loan described in clause (i) or (ii) above which contains either a cross-default provision to, or is *pari passu* with, another loan of the underlying obligor that requires the underlying obligor to comply with a Maintenance Covenant, shall be deemed not to be a Cov-Lite Loan. For the avoidance of doubt, a loan that is capable of being described in clause (i) or (ii) above only (x) until the expiration of a certain period of time after the initial issuance thereof or (y) for so long as there is no funded balance in respect thereof, in each case as set forth in the related Underlying Instruments, shall be deemed not to be a Cov-Lite Loan.

"**Credit Amendment**" means any Maturity Amendment proposed to be entered into that, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement, (i) is necessary to prevent the related Collateral Obligation from becoming a Defaulted Obligation or (ii) due to the materially adverse financial condition of the related obligor, is necessary to minimize losses on the related Collateral Obligation.

"**Credit Improved Criteria**" means the criteria that will be met if, with respect to any Collateral Obligation, any of the following is satisfied on any date of determination: (a) the obligor of such Collateral Obligation has shown improved financial results since the published financial reports first produced after it was purchased by the Issuer; (b)

the obligor of such Collateral Obligation since the date on which the Collateral Obligation was purchased by the Issuer has raised significant equity capital or has raised other capital that has improved the liquidity or credit standing of such obligor; (c) the positive difference between its market price (expressed as a percentage of par value) on such date and its purchase price is greater than 1.0%; (d) if such Collateral Obligation is a Loan or a Senior Secured Note, the percentage change in its market price during the period from the date on which it was acquired by the Issuer to the date of determination either is more positive, or less negative, as the case may be, than the percentage change in any Approved Loan Index over the same period by 0.25%; (e) if such Collateral Obligation is a Bond, the percentage change in its market price during the period from the date on which it was acquired by the Issuer to the date of determination either is more positive, or less negative, as the case may be, than the percentage change in the applicable Approved Bond Index over the same period by 1.0%; (f) the spread over the applicable reference rate for such Collateral Obligation has been decreased in accordance with the underlying Collateral Obligation since the date of acquisition; or (g) it has a projected cash flow interest coverage ratio (earnings before interest and taxes *divided by* cash interest expenses as estimated by the Collateral Manager) of the underlying borrower or other obligor of such Collateral Obligation that is expected to be more than 1.15 times the current year's projected cash flow interest coverage ratio.

"**Credit Improved Obligation**" means any Collateral Obligation which, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement, has improved in credit quality after it was acquired by the Issuer, which improvement may be evidenced by one of the following: (a) such Collateral Obligation satisfies the Credit Improved Criteria, (b) such Collateral Obligation has been upgraded at least one rating sub-category by either Rating Agency or S&P (and remains at such higher rating or better) or has been placed and remains on credit watch with positive implication by either Rating Agency or S&P, (c) the issuer of or obligor on such Collateral Obligation has raised equity capital or other capital subordinated to the Collateral Obligation or (d) the issuer of or obligor on such Collateral Obligation has, in the Collateral Manager's reasonable commercial judgment, shown improved results or possesses less credit risk, in each case since such Collateral Obligation was acquired by the Issuer.

"**Credit Risk Criteria**" means the criteria that will be met if, with respect to any Collateral Obligation, any of the following is satisfied on any date of determination: (a) if such Collateral Obligation is a Loan or a Senior Secured Note, the negative difference between its market price (expressed as a percentage of par value) on such date and its purchase price is greater than 1.0%; (b) if such Collateral Obligation is a Bond, the percentage change in its market price during the period from the date on which it was acquired by the Issuer to the date of determination either is less positive, or more negative, as the case may be, than the percentage change in the applicable Approved Bond Index over the same period by 1.0%; (c) if such Collateral Obligation is a Loan or a Senior Secured Note, the percentage change in price of such Collateral Obligation during the period from the date on which it was acquired by the Issuer to the date of determination either is less positive, or more negative, as the case may be, than the percentage change in any Approved Loan Index over the same period by 0.25%; (d) the spread over the applicable reference rate for such Collateral Obligation has been increased in accordance with the underlying Collateral Obligation since the date of acquisition; or (e) such Collateral Obligation has a projected cash flow interest coverage ratio (earnings before interest and taxes *divided by* cash interest expenses as estimated by the Collateral Manager) of the underlying borrower or other obligor of such Collateral Obligation of less than 1.00 or that is expected to be less than 0.85 times the current year's projected cash flow interest coverage ratio.

"**Credit Risk Obligation**" means any Collateral Obligation that, in the Collateral Manager's judgment exercised in accordance with the Collateral Management Agreement, has a risk of declining in credit quality or price, which risk may be evidenced by one of the following: (a) such Collateral Obligation satisfies the Credit Risk Criteria, (b) the issuer of such Collateral Obligation has unsuccessfully attempted to raise equity capital or other capital subordinated to the Collateral Obligation or (c) the issuer of such Collateral Obligation has, in the Collateral Manager's reasonable commercial judgment, shown declining results or possesses more credit risk, in each case since the Collateral Obligation was acquired by the Issuer.

"**Current Pay Obligation**" means any Collateral Obligation (other than a DIP Collateral Obligation) that would otherwise be treated as a Defaulted Obligation but as to which no payments are due and payable that are unpaid (disregarding any forbearance or grace period in excess of 30 days with respect to any payment that is unpaid but would be due and payable but for such forbearance or grace period) and with respect to which the Collateral Manager has certified to the Trustee (with a copy to the Collateral Administrator) in writing that it believes, in its reasonable business judgment, that (a) the issuer or obligor of such Collateral Obligation will continue to make scheduled

payments of interest (and/or fees, as applicable, in the case of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) thereon and will pay the principal thereof by maturity or as otherwise contractually due, (b) if the issuer or obligor is subject to a bankruptcy proceeding, it has been the subject of an order of a bankruptcy court that permits it to make the scheduled payments on such Collateral Obligation and all interest (and/or fees, as applicable, in the case of a Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation) and principal payments due thereunder and any other payments authorized by the bankruptcy court have been paid in cash when due and (c) the Collateral Obligation has either (A) a Moody's Rating of at least "Caa1" and a Market Value of at least 80% of its par value or (B) a Moody's Rating of at least "Caa2" and its Market Value is at least 85% of its par value.

"**Defaulted Obligation**" means any Collateral Obligation included in the Assets as to which:

(a) a default as to the payment of principal and/or interest has occurred and is continuing with respect to such Collateral Obligation (without regard to any grace period applicable thereto, or waiver or forbearance thereof, after the passage of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto);

(b) a default known to an authorized officer of the Collateral Manager as to the payment of principal and/or interest has occurred and is continuing on another debt obligation of the same issuer or obligor which is senior or pari passu in right of payment to such Collateral Obligation (without regard to any grace period applicable thereto, or waiver or forbearance thereof, after the passage of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto; provided that both the Collateral Obligation and such other debt obligation are full recourse obligations of the applicable issuer or obligor or secured by the same collateral);

(c) the issuer or obligor or others have instituted proceedings to have the issuer or obligor adjudicated as bankrupt or insolvent or placed into receivership and such proceedings have not been stayed or dismissed for at least 90 days or such issuer or obligor has filed for protection under Chapter 11 of the United States Bankruptcy Code;

(d) the issuer or obligor on such Collateral Obligation has a "probability of default" rating assigned by Moody's of "D" or "LD";

(e) (reserved);

(f) a default with respect to which an authorized officer of the Collateral Manager has received notice or has knowledge that a default has occurred under the Underlying Instruments and any applicable grace period has expired and the holders of such Collateral Obligation have accelerated the repayment of the Collateral Obligation (but only until such acceleration has been rescinded) in the manner provided in the Underlying Instruments;

(g) the Collateral Manager has in its reasonable commercial judgment (as certified to the Trustee in writing) otherwise declared such debt obligation to be a "Defaulted Obligation";

(h) such Collateral Obligation is a Participation Interest with respect to which the Selling Institution has defaulted in any respect in the performance of any of its payment obligations under the Participation Interest; or

(i) such Collateral Obligation is a Participation Interest in a loan that would, if such loan were a Collateral Obligation, constitute a "Defaulted Obligation" or with respect to which the issuer or obligor on such Collateral Obligation has a "probability of default" rating assigned by Moody's of "D" or "LD";

provided that (x) a Collateral Obligation will not constitute a Defaulted Obligation pursuant to any of clauses (b) through (d) above if such Collateral Obligation (or, in the case of a Participation Interest, the underlying Senior Secured Loan, Second Lien Loan or Unsecured Loan) is a Current Pay Obligation (*provided* that the Aggregate Principal Balance of Current Pay Obligations exceeding 5.0% of the Collateral Principal Amount will be treated as Defaulted Obligations) and (y) a Collateral Obligation will not constitute a Defaulted Obligation pursuant to any of

clauses (b), (c) and (d) above, if such Collateral Obligation (or, in the case of a Participation Interest, the underlying Senior Secured Loan, Second Lien Loan or Unsecured Loan) is a DIP Collateral Obligation.

"**Deferrable Obligation**" means a Collateral Obligation (other than a Partial Deferrable Obligation excluded from the definition of Partial Deferrable Obligation by the proviso thereto) which by its terms permits the deferral and/or capitalization of payment of accrued, unpaid interest.

"**Deferred Interest Secured Notes**" means the Notes for which interest is deferrable as indicated in the summary chart in "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes.*"

"**Deferring Obligation**" means a Deferrable Obligation that is deferring the payment of interest due thereon and has been so deferring the payment of interest due thereon (i) with respect to Collateral Obligations that have a Moody's Rating of at least "Baa3," for the shorter of two consecutive accrual periods or one year, and (ii) with respect to Collateral Obligations that have a Moody's Rating of "Ba1" or below, for the shorter of one accrual period or six consecutive months, which deferred capitalized interest has not, as of the date of determination, been paid in cash; *provided* that such Deferrable Obligation will cease to be a Deferring Obligation at such time as it (a) ceases to defer or capitalize the payment of interest, (b) pays in cash all accrued and unpaid interest and (c) commences payment of all current interest in cash.

"**Delayed Drawdown Collateral Obligation**" means any Collateral Obligation that (a) requires the Issuer to make one or more future advances to the borrower under the Underlying Instruments relating thereto, (b) specifies a maximum amount that can be borrowed on one or more fixed borrowing dates, and (c) does not permit the re-borrowing of any amount previously repaid by the borrower thereunder; but any such Collateral Obligation will be a Delayed Drawdown Collateral Obligation only until all commitments by the Issuer to make advances to the borrower expire or are terminated or are reduced to zero.

"**Determination Date**" means the last day of each Collection Period.

"**DIP Collateral Obligation**" means a loan made to a debtor-in-possession pursuant to Section 364 of the U.S. Bankruptcy Code having the priority allowed by either Section 364(c) or 364(d) of the U.S. Bankruptcy Code and fully secured by senior liens.

"**Discount Obligation**" means any Collateral Obligation that is not a Swapped Non-Discount Obligation and that the Collateral Manager determines (without any averaging of the purchase prices of a Collateral Obligation or Collateral Obligations purchased on different dates) that:

(i) in the case of a Collateral Obligation that is a Senior Secured Loan, (A) if such Collateral Obligation has (at the time of the purchase) a Moody's Rating of "B3" or above, is acquired by the Issuer for a purchase price of less than 80.0% of its principal balance, or (B) if such Collateral Obligation has (at the time of the purchase) a Moody's Rating of below "B3", is acquired by the Issuer for a purchase price of less than 85.0% of its principal balance; or

(ii) in the case of any other Collateral Obligation, (A) if such Collateral Obligation has (at the time of the purchase) a Moody's Rating of "B3" or above, is acquired by the Issuer for a purchase price of less than 75.0% of its principal balance, or (B) if such Collateral Obligation has (at the time of the purchase) a Moody's Rating of below "B3", is acquired by the Issuer for a purchase price of less than 80.0% of its principal balance;

provided that such Collateral Obligation will cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of par) of such Collateral Obligation, for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Obligation, equals or exceeds 90% of its principal balance.

"**Dissolution Expenses**" means the amount of expenses reasonably likely to be incurred in connection with the discharge of the Indenture, the liquidation of the Assets and the dissolution of the Co-Issuers, as reasonably calculated by the Collateral Manager or the Issuer, based in part on expenses incurred by the Trustee and/or the Collateral Administrator and reported to the Collateral Manager or the Issuer.

"**Domicile**" or "**Domiciled**" means, with respect to any issuer of, or obligor with respect to, a Collateral Obligation or other Loan or Bond: (a) except as provided in clause (b) below, its country of organization; (b) if it is organized in a Tax Jurisdiction, each of such jurisdiction and the country in which, in the Collateral Manager's good faith estimate, a substantial portion of its operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which will be any jurisdiction and country known at the time of designation by the Collateral Manager to be the source of the majority of revenues, if any, of such issuer or obligor), or (c) if its payment obligations are guaranteed by a person or entity organized in the United States, then the United States; *provided* that (x) in the commercially reasonable judgment of the Collateral Manager, such guarantee is enforceable in the United States and the related asset is supported by U.S. revenue sufficient to service such asset and all obligations senior to or *pari passu* with such asset and (y) such guarantee satisfies the then current Moody's criteria for guarantees.

"**DTC**" means The Depository Trust Company, its nominees and their respective successors.

"**Effective Date**" means the earlier to occur of (i) the date occurring 40 calendar days prior to the Determination Date relating to the first Payment Date following the Closing Date, and (ii) the first date on which the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Target Initial Par Condition has been satisfied.

"**Eligible Custodian**" means a custodian that satisfies the eligibility requirements in the Indenture that are applicable to an entity acting as Trustee under the Indenture.

"**Eligible Investment Required Ratings**" means if such obligation or security has (a) (i) both a long-term and a short-term credit rating from Moody's, such ratings are "Aa3" or better (not on credit watch for possible downgrade) and "P-1" (not on credit watch for possible downgrade), respectively, (ii) only a long-term credit rating from Moody's, such rating is "Aaa" (not on credit watch for possible downgrade) or (iii) only a short-term credit rating from Moody's, such rating is "P-1" (not on credit watch for possible downgrade) and (b) (i) for securities with remaining maturities up to 30 days, a short-term credit rating of at least "F1" from Fitch and a long-term credit rating of at least "A" from Fitch or (ii) for securities with remaining maturities of more than 30 days but not in excess of 365 days, a short-term credit rating of "F1+" from Fitch and a long-term credit rating of at least "AA-" from Fitch.

"**Eligible Investments**" means any United States dollar investment that, at the time it is delivered to the Trustee (directly or through an intermediary or bailee), (x) matures not later than the earlier of (A) the date that is 60 days after the date of delivery thereof and (B) the Business Day immediately preceding the Payment Date immediately following the date of delivery thereof, and (y) is one or more of the following obligations or securities:

(i) direct Registered obligations of, and Registered obligations the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States of America or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America, that satisfies the definition of Eligible Investment Required Ratings at the time of such investment or contractual commitment providing for such investment; *provided* that, notwithstanding the foregoing, the following securities will not be Eligible Investments: (1) General Services Administration participation certificates; (2) U.S. Maritime Administration guaranteed Title XI financing; (3) Financing Corp. debt obligations; (4) Farmers Home Administration Certificates of Beneficial Ownership; and (5) Washington Metropolitan Area Transit Authority guaranteed transit bonds;

(ii) demand and time deposits in, certificates of deposit of, bank deposit products of, trust accounts with, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company (including the Bank and Affiliates of the Bank) incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal and/or state banking authorities, in each case payable within 183 days after issuance, so long as the commercial paper and/or the debt obligations of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have the Eligible Investment Required Ratings;

(iii) commercial paper or other short-term obligations (other than Asset-backed Commercial Paper and extendible commercial paper) with the Eligible Investment Required Ratings and that either bear interest or are sold at a discount from the face amount thereof and have a maturity of not more than 183 days from their date of issuance; and

(iv) registered money market funds domiciled outside of the United States which funds have, at all times, (a) credit ratings of "Aaa-mf" by Moody's and (b) either the highest credit rating assigned by Fitch ("AAAmmf") to the extent rated by Fitch or otherwise the highest credit rating assigned by another NRSRO (excluding Moody's);

provided that: (1) Eligible Investments purchased with funds in the Collection Account will be held until maturity except as otherwise specifically provided herein and will include only such obligations or securities, other than those referred to in clause (iv) above, as mature (or are putable at par to the issuer thereof) no later than the Business Day prior to the next Payment Date unless such Eligible Investments are issued by the Trustee in its capacity as a banking institution, in which event such Eligible Investments may mature on such Payment Date; (2) none of the foregoing obligations or securities will constitute Eligible Investments if (a) such obligation or security has an "sf" subscript assigned by Moody's, (b) all, or substantially all, of the remaining amounts payable thereunder consist of interest and not principal payments, (c) payments with respect to such obligations or securities or proceeds of disposition are subject to withholding taxes by any jurisdiction, unless the payor is required to make "gross-up" payments that ensure that the net amount actually received by the Issuer (after payment of all taxes, whether imposed on such obligor or the Issuer) will equal the full amount that the Issuer would have received had no such taxes been imposed, (d) such obligation or security is secured by real property, (e) such obligation or security is purchased at a price greater than 100% of the principal or face amount thereof, (f) such obligation or security is subject of a tender offer, voluntary redemption, exchange offer, conversion or other similar action or (g) in the Collateral Manager's judgment (as certified to the Trustee in writing), such obligation or security is subject to material non-credit related risks; and (3) none of the foregoing obligations or securities will constitute Eligible Investments if such obligation or security invests in, or constitutes, Structured Finance Obligations. Eligible Investments may include, without limitation, those investments issued by or made with the Bank or an Affiliate of the Bank or for which the Bank or an Affiliate of the Bank provides services and receives compensation; *provided* that such investments satisfy the foregoing requirements of this definition. The Trustee will not be responsible for determining if an investment is an "Eligible Investment."

"**Eligible Post-Reinvestment Proceeds**" means any Principal Proceeds (i) that are received from the sale of Credit Risk Obligations or that are Unscheduled Principal Payments and (ii) that are received after the end of the Reinvestment Period.

"**Equity Security**" means any security or debt obligation, other than a Restructured Obligation, which at the time of acquisition, conversion or exchange does not satisfy the requirements of a Collateral Obligation (disregarding clause (xiv)(C) of the definition of such term) and is not an Eligible Investment; it being understood that, except for Specified Equity Securities purchased in accordance with the requirements set forth under the heading "*Security for the Secured Notes—Investment Criteria—Restructured Obligations; Specified Equity Securities*", Equity Securities may not be purchased by the Issuer but it is possible that the Issuer (or an Issuer Subsidiary) may receive an Equity Security in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout. For the avoidance of doubt, Specified Equity Securities meeting the definition of Equity Security will be treated as Equity Securities for all purposes hereunder.

"**ERISA Restricted Notes**" means the Class E Notes and the Subordinated Notes collectively.

"**ESG Prohibited Collateral Obligation**" means any debt obligation or debt security where the consolidated group to which the relevant obligor belongs is a group whose Primary Business Activity is any of the following: (i) the speculative extraction of oil and gas from tar sands and Arctic drilling; (ii) the production of palm oil; (iii) the production or distribution of opioids; (iv) (a) the production of or trade in Controversial Weapons or (b) the production of or trade in components or services that have been specifically designed or designated for military purposes for the functioning of Controversial Weapons; or (v) the trade in: (a) the following items to the extent the production or trade of any such item is banned by applicable global conventions and agreements: hazardous chemicals, pesticides and wastes, ozone depleting substances, endangered or protected wildlife or wildlife products; (b) pornography or prostitution; (c) tobacco or tobacco-related products; (d) predatory lending or payday lending activities; or (e) weapons or firearms.

"**Euroclear**" means Euroclear Bank S.A./N.V. as the operator of the Euroclear system and any successor or successors thereto.

"**Excess Caa/CCC Adjustment Amount**" means, as of any date of determination, an amount equal to the excess, if any, of:

(a) the Aggregate Principal Balance of all Collateral Obligations (or portion thereof) included in the Caa/CCC Excess at such time; *over*

(b) the sum of the Market Values of all Collateral Obligations (or portion thereof) included in the Caa/CCC Excess at such time.

"**Excess Interest Proceeds**" means Interest Proceeds which shall be permitted to be invested in Bankruptcy Exchanges, Restructured Obligations or Specified Equity Securities only to the extent that using such Interest Proceeds would not result in a default in the payment of any interest on any Senior Note or an interest deferral on any other Class of Secured Notes, in each case, on the next following Payment Date.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**FATCA**" means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, any intergovernmental agreement entered into in connection with such sections of the Code, any U.S. or non-U.S. legislation, rules, guidance notes or practices adopted pursuant to any such intergovernmental agreement or any analogous provisions of non-U.S. law.

"**Fee Basis Amount**" means, as of any date of determination without duplication, the sum of (a) the Collateral Principal Amount and (b) the aggregate amount of all Principal Financed Accrued Interest that has not yet been received by the Issuer.

"**First Lien Last Out Loan**" means a senior secured loan that, prior to a default or liquidation with respect to such loan, is entitled to receive payments *pari passu* with Senior Secured Loans of the same obligor, but following a default or liquidation becomes fully subordinated to Senior Secured Loans of the same obligor and is not entitled to any payments until such Senior Secured Loans are paid in full.

"**Fitch**" means Fitch Ratings, Inc. and any successor in interest; *provided* that, if the Fitch-Rated Notes are no longer outstanding, references to it hereunder and under and for all purposes of the Indenture and the other Transaction Documents shall be inapplicable and shall have no force or effect.

"**Fitch Eligible Counterparty Rating Requirement**" means a requirement that is satisfied with respect to a counterparty if such counterparty has a short-term credit rating of at least "F1" and a long-term credit rating of at least "A" by Fitch.

"**Fitch Rating Condition**" means a condition that will be satisfied if Fitch has confirmed in writing, including electronic messages, facsimile, press release, posting to its internet website, or other means then considered industry standard (or has declined to undertake the review of such action by such means) to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager that no immediate withdrawal or reduction with respect to its then current rating of any Class of Notes will occur as a result of such condition being satisfied under the Indenture; provided, the Fitch Rating Condition will be deemed to be satisfied if (a) no Class of Notes that has received a solicited rating from Fitch is outstanding or is no longer rated by Fitch, (b) Fitch makes a public announcement or informs the Issuer, the Collateral Manager or the Trustee that it believes the Fitch Rating Condition is no longer required with respect to an action to which the Fitch Rating Condition applies under the Indenture; (c) Fitch communicates to the Issuer, the Collateral Manager or the Trustee (or their counsel) that it will not review the applicable event or circumstance for purposes of evaluating whether the Fitch Rating Condition is satisfied; or (d) confirmation has been requested from Fitch in writing at least three separate times during a 15 Business Day period and Fitch has either not made any response to such requests or has not indicated in response to any such request that it will consider the application for satisfaction of the Fitch Rating Condition.

"**Fixed Rate Notes**" means the Class A-1F Notes, the Class A-2F Notes and the Class BF Notes.

"**Fixed Rate Obligation**" means any Collateral Obligation that bears a fixed rate of interest.

"**Floating Rate Notes**" means the Class X Notes, the Class A-1N Notes, the Class A-2N Notes, the Class BN Notes, the Class C Notes, the Class D1 Notes, the Class D2 Notes and the Class E Notes.

"**Floating Rate Obligation**" means any Collateral Obligation that bears a floating rate of interest.

"**Global Note**" means any Global Secured Note or Global Subordinated Note.

"**Group I Country**" means Australia, the Netherlands, the United Kingdom and New Zealand (or such other countries as may be specified in publicly available published criteria from Moody's from time to time and/or identified by Moody's to the Collateral Manager and the Collateral Administrator from time to time).

"**Group II Country**" means Germany, Ireland, Sweden and Switzerland (or such other countries as may be specified in publicly available published criteria from Moody's from time to time and/or identified by Moody's to the Collateral Manager and the Collateral Administrator from time to time).

"**Group III Country**" means Austria, Belgium, Denmark, Finland, France, Hong Kong, Iceland, Liechtenstein, Luxembourg, Norway and Singapore (or such other countries as may be specified in publicly available published criteria from Moody's from time to time and/or identified by Moody's to the Collateral Manager and the Collateral Administrator from time to time).

"**Hedge Agreement**" means any agreement governing any interest rate swap, floor, cap or other hedging transaction.

"**Holder**" or "**Noteholder**" means, with respect to any Note, the Person whose name appears on the Note Register as the registered holder of such Note.

"**Holder AML Obligations**" means the obligation of holders of Certificated Notes or Uncertificated Notes to provide to the Issuer (or its agent, as applicable) information and documentation, and any updates, replacement or corrections of such information or documentation, requested by the Issuer (or its agent, as applicable) that may be required for the Issuer to achieve AML Compliance.

"**Holder FATCA Information**" means information requested by the Issuer (or any agent thereof) or an intermediary (or an agent thereof) to be provided by the holders or beneficial owners of the Notes to the Issuer or an intermediary that in the reasonable determination of the Issuer or an intermediary is required by FATCA, the Jersey AEOI Regulations or the CRS.

"**Indenture**" means the indenture, dated as of the Closing Date, among the Issuer, the Co-Issuer and the Trustee, as amended or supplemented from time to time.

"**Independent**" means, as to any Person, any other Person (including, in the case of an accountant or lawyer, a firm of accountants or lawyers, and any member thereof, or an investment bank and any member thereof) who (i) does not have and is not committed to acquire any material direct or any material indirect financial interest in such Person or in any Affiliate of such Person, and (ii) is not connected with such Person as an officer, employee, promoter, underwriter, voting trustee, partner, director or Person performing similar functions. "Independent" when used with respect to any accountant may include an accountant who audits the books of such Person if in addition to satisfying the criteria set forth above the accountant is independent with respect to such Person within the meaning of Rule 101 of the Code of Professional Conduct of the American Institute of Certified Public Accountants.

Whenever any Independent Person's opinion or certificate is to be furnished to the Trustee, such opinion or certificate will state that the signer has read this definition and that the signer is Independent within the meaning hereof.

Any pricing service, certified public accountant or legal counsel that is required to be Independent of another Person under the Indenture must satisfy the criteria above with respect to the Issuer, the Collateral Manager and their Affiliates.

"**Index Maturity**" means, with respect to any Class of Floating Rate Notes, the period indicated with respect to such Class indicated under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*";

provided that for the period from the Closing Date to the first Payment Date thereafter, the Benchmark will be determined in the manner set forth in the definition of "Term SOFR Rate".

"**Information**" has the meaning specified in Annex C hereto.

"**Institutional Accredited Investor**" means an accredited investor of the type set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act.

"**Interest Accrual Period**" means (i) with respect to the initial Payment Date (or, in the case of a Class that is subject to Refinancing or Re-Pricing Amendment, the first Payment Date following the Refinancing or the effectiveness of the Re-Pricing Amendment, respectively), the period from and including the Closing Date (or, in the case of (x) a Refinancing, the date of issuance of the replacement notes or debt obligations and (y) the effectiveness of a Re-Pricing Amendment, the date of such effectiveness) to but excluding such Payment Date; and (ii) with respect to each succeeding Payment Date, the period from and including the immediately preceding Payment Date to but excluding the following Payment Date (or, in the case of a Class that is being redeemed on a Redemption Date, to but excluding such Redemption Date) until the principal of the Secured Notes is paid or made available for payment; *provided* that any interest-bearing notes issued after the Closing Date in accordance with the terms of the Indenture will accrue interest during the Interest Accrual Period in which such additional notes are issued from and including the applicable date of issuance of such additional notes to but excluding the last day of such Interest Accrual Period at the applicable Interest Rate. Notwithstanding the foregoing, solely with respect to the Fixed Rate Notes, each Quarterly Payment Date for purposes of determining any Interest Accrual Period will be deemed to be the applicable day of the calendar month set forth in the definition of the term "Quarterly Payment Date," irrespective of whether such day is a Business Day.

"**Interest Coverage Ratio**" means, for any designated Class or Classes of Secured Notes (other than the Class X Notes, for which no Interest Coverage Ratio will be applicable), as of any date of determination, the percentage derived from the following equation: (A – B) / C, where:

A = The Collateral Interest Amount as of such date of determination;

B = Amounts payable (or expected as of the date of determination to be payable) on the following Payment Date as set forth in clauses (A) and (B) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*"; and

C = Interest due and payable on the Secured Notes of such Class or Classes and each Class of Secured Notes that rank senior to or *pari passu* with (in each case, other than the Class X Notes) such Class or Classes (excluding Secured Note Deferred Interest, but including any interest on Secured Note Deferred Interest with respect to the Deferred Interest Secured Notes) on such Payment Date.

"**Interest Determination Date**" means, for each Interest Accrual Period (including any Interest Accrual Period beginning on the date of issuance of Re-Pricing Replacement Notes), the second U.S. Government Securities Business Day preceding the first day of such Interest Accrual Period, or, in each case, if the Benchmark is not the Term SOFR Rate, the time determined by the Collateral Manager (on behalf of the Issuer) in accordance with the Benchmark Replacement Conforming Changes (if any).

"**Interest Only Security**" means any obligation or security that does not provide in the related Underlying Instruments for the payment or repayment of a stated principal amount in one or more installments on or prior to its stated maturity.

"**Interest Proceeds**" means, with respect to any Collection Period or Determination Date, without duplication, the sum of:

(i) all payments of interest and delayed compensation (representing compensation for delayed settlement) received in cash by the Issuer during the related Collection Period on the Collateral Obligations and Eligible Investments, including the accrued interest received in connection with a sale thereof during the related Collection Period, less any such amount that represents Principal Financed Accrued Interest;

(ii) all principal payments received by the Issuer during the related Collection Period on Eligible Investments purchased with Interest Proceeds;

(iii) all amendment and waiver fees, premiums, late payment fees and other fees received by the Issuer during the related Collection Period, except for those in connection with (a) the lengthening of the maturity of the related Collateral Obligation or (b) the prepayment or other reduction of the par amount of the related Collateral Obligation, as determined by the Collateral Manager with notice to the Trustee and the Collateral Administrator;

(iv) commitment fees and other similar fees received by the Issuer during such Collection Period in respect of Revolving Collateral Obligations and Delayed Drawdown Collateral Obligations;

(v) any Designated Excess Par, Designated Principal Proceeds or any Designated Unused Proceeds;

(vi) any amounts deposited in the Collection Account from the Expense Reserve Account that are designated as Interest Proceeds pursuant to the Indenture in respect of the related Determination Date;

(vii) any amounts transferred from the interest subaccount of the Ramp-Up Account to the Interest Collection Subaccount (x) at the direction of the Collateral Manager on or prior to the Effective Date or (y) upon the occurrence of an Event of Default, in each case, as described under "*Security for the Secured Notes—The Ramp-Up Account*"; and

(viii) any Permitted Use Funds designated as Interest Proceeds;

provided that, (A)(1) any amounts received in respect of any Defaulted Obligation will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all collections in respect of such Defaulted Obligation since it became a Defaulted Obligation or the time of exchange, as applicable, equals the outstanding Principal Balance of such Collateral Obligation at the time it became a Defaulted Obligation or the time of exchange, as applicable, (2) any amounts received in respect of any Restructured Obligation or Specified Equity Security relating to a Defaulted Obligation or Credit Risk Obligation will constitute Principal Proceeds (and not Interest Proceeds) until (I) the sum of all collections in respect of such Restructured Obligation or Specified Equity Security since it was acquired by the Issuer plus the sum of all collections on the related Defaulted Obligation or Credit Risk Obligation since it became a Defaulted Obligation or Credit Risk Obligation or the time of exchange, as applicable, equals (II) the sum of the outstanding Principal Balance of the related Defaulted Obligation or Credit Risk Obligation at the time it became a Defaulted Obligation or Credit Risk Obligation or the time of exchange, as applicable, plus, in the case of a Restructured Obligation, the amount of any Principal Proceeds used to acquire such Restructured Obligation and thereafter any additional collections will be treated as Interest Proceeds or Principal Proceeds, as determined by the Collateral Manager and (3) (x) any amounts received in respect of any Equity Security that was received in exchange for a Defaulted Obligation and that is held by an Issuer Subsidiary will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all collections in respect of such Equity Security equals the outstanding Principal Balance of the Collateral Obligation at the time it became a Defaulted Obligation for which such Equity Security was received in exchange and (y) any amounts received in respect of any other asset held by an Issuer Subsidiary will constitute Principal Proceeds (and not Interest Proceeds) and (B) any amounts deposited in the Collection Account as Principal Proceeds as described in clause (Q) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" due to the failure of the Interest Diversion Test to be satisfied will not constitute Interest Proceeds.

"**Interest Rate**" means, with respect to each Class of Secured Notes, the *per annum* stated interest rate payable on such Class with respect to each Interest Accrual Period as indicated under "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*" (or, if a Re-Pricing Amendment has become effective with respect to such Class, the stated interest rate specified for such Class in such Re-Pricing Amendment).

"**Investment Advisers Act**" means the Investment Advisers Act of 1940, as amended from time to time.

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended from time to time, and the rules promulgated thereunder.

"**Investment Criteria Adjusted Balance**" means, with respect to any Collateral Obligation, the outstanding Principal Balance of such Collateral Obligation; *provided* that for all purposes the Investment Criteria Adjusted Balance of any:

(i) Deferring Obligation will be the Moody's Collateral Value of such Deferring Obligation as though such Deferring Obligation were a Defaulted Obligation;

(ii) Discount Obligation will be the purchase price (expressed as a percentage of par) of such Discount Obligation *multiplied by* its outstanding par amount; and

(iii) Caa/CCC Collateral Obligation included in the Caa/CCC Excess will be the Market Value of such Caa/CCC Collateral Obligation;

provided, *further*, that the Investment Criteria Adjusted Balance for any Collateral Obligation that satisfies more than one of the definitions of Deferring Obligation, Discount Obligation and Caa/CCC Collateral Obligation will be the lowest amount determined pursuant to clauses (i), (ii) or (iii).

"**Issuer Only Notes**" means the Class E Notes and the Subordinated Notes collectively.

"**Issuer Subsidiary**" means an entity treated as a corporation for U.S. federal income tax purposes, 100% of the equity interests in which are owned directly or indirectly by the Issuer.

"**Jersey AML Regulations**" means the EU Legislation (Information Accompanying Transfers of Funds) (Jersey) Regulations 2017, the Money Laundering and Weapons Development (Directions) (Jersey) Law 2012, the Non-Profit Organizations (Jersey) Law 2008, the Proceeds of Crime (Jersey) Law 1999, the Money Laundering (Jersey) Order 2008, the Proceeds of Crime (Supervisory Bodies) (Jersey) Law 2008, the Terrorism (Jersey) Law 2002 together with all regulations, orders, notices issued pursuant to such legislation, together with any other legislation, regulations, notices, guidance notes, regulatory handbooks or similar issued by any competent authority (including the Jersey Financial Services Commission) relating to anti-money laundering and/or counter-terrorism financing generally and having effect in Jersey, in each case each as amended from time to time.

"**Junior Mezzanine Notes**" means any additional notes of any one or more new classes of notes that are (i) subordinated to the existing Secured Notes then outstanding and (ii) subordinated or *pari passu* to the most junior Class of Notes of the Issuer (other than the Subordinated Notes) issued pursuant to the Indenture then outstanding, if any.

"**Loan**" means any obligation for the payment or repayment of borrowed money that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement.

"**Long-Dated Obligation**" means any Collateral Obligation that matures after the earliest Stated Maturity of the Notes.

"**Maintenance Covenant**" means a covenant by any borrower to comply with one or more financial covenants during each reporting period, whether or not such borrower has taken any specified action; *provided* that a covenant that otherwise satisfies the definition hereof and only applies when amounts are outstanding under the related loan shall be a Maintenance Covenant.

"**Majority**" means, with respect to any Class or Classes of Notes, the holders of more than 50% of the Aggregate Outstanding Amount of the Notes of such Class or Classes.

"**Margin Stock**" means "Margin Stock" as defined under Regulation U issued by the Federal Reserve Board, including any debt security which is by its terms convertible into "Margin Stock."

"**Market Value**" means, with respect to any loans or other assets, the amount (determined by the Collateral Manager) equal to the product of the principal amount thereof and the price (expressed as a percentage) determined in the following manner:

(i) the bid price determined by the Loan Pricing Corporation, Markit Group Limited, Loan X Mark-It Partners, Thomson Reuters Pricing Service, Bloomberg or any other nationally recognized loan pricing service selected by the Collateral Manager with notice to the Rating Agencies; or

(ii) if a price described in clause (i) is not available,

(A) the average of the bid prices determined by three broker-dealers active in the trading of such asset that are Independent from each other and the Issuer and the Collateral Manager; or

(B) if only two such bids can be obtained, the lower of the bid prices of such two bids; or

(C) if only one such bid can be obtained, and such bid was obtained from a Qualified Broker/Dealer, the bid price of such bid; or

(iii) if a price described in clause (i) or (ii) is not available, then the Market Value of an asset will be the price at which the Collateral Manager reasonably believes such asset could be sold in the market within 30 days, as certified by the Collateral Manager to the Trustee and determined by the Collateral Manager consistent with the manner in which it would determine the market value of an asset for purposes of other funds or accounts managed by it; provided, however, that, if the Collateral Manager is not a Registered Investment Advisor, the Market Value of any such asset may not be determined in accordance with this clause (iii) for more than 30 days; or

(iv) if the Market Value of an asset is not determined in accordance with clause (i), (ii) or (iii) above, then such Market Value will be deemed to be zero until such determination is made in accordance with clause (i) or (ii) above;

provided that the Market Value of a Defaulted Obligation that has remained a Defaulted Obligation for a continuous period of three years after becoming a Defaulted Obligation and has not been sold or terminated during such three year period will be deemed to be zero.

"**Maturity**" means, with respect to any Note, the date on which the unpaid principal of such Note becomes due and payable as therein or herein provided, whether at its Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"**Maturity Amendment**" means, with respect to any Collateral Obligation, any waiver, modification, amendment or variance that would extend the stated maturity date of such Collateral Obligation. For the avoidance of doubt, a waiver, modification, amendment or variance that would extend the stated maturity date of the credit facility of which a Collateral Obligation is part, but would not extend the stated maturity date of the Collateral Obligation held by the Issuer, does not constitute a Maturity Amendment.

"**Measurement Date**" means (i) any day on which a purchase of a Collateral Obligation occurs, (ii) any Determination Date, (iii) the date as of which the information in any Monthly Report prepared under the Indenture is calculated, (iv) with five Business Days' prior notice, any Business Day requested by either Rating Agency and (v) the Effective Date.

"**Memorandum and Articles**" means the Issuer's Memorandum and Articles of Association, as they may be amended, revised or restated from time to time.

"**Minimum Denominations**" means (i) in the case of the Secured Notes, U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof and (ii) in the case of the Subordinated Notes, U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof.

"**Moody's**" means Moody's Investors Service, Inc. and any successor thereto.

"**Moody's Collateral Value**" means, on any date of determination with respect to any Restructured Qualified Obligation, Defaulted Obligation or Deferring Obligation, (i) as of any date during the first 30 days in which the

obligation is a Restructured Qualified Obligation, a Defaulted Obligation or a Deferring Obligation, the Moody's Recovery Amount of such Restructured Qualified Obligation, Defaulted Obligation or Deferring Obligation and (ii) as of any date after the 30 day period referred to in clause (i), the lesser of (x) the Moody's Recovery Amount of such Restructured Qualified Obligation, Defaulted Obligation or Deferring Obligation as of such date and (y) the Market Value of such Restructured Qualified Obligation, Defaulted Obligation or Deferring Obligation as of such date.

"**Moody's Counterparty Criteria**" are, with respect to any Participation Interest proposed to be acquired by the Issuer, criteria that will be met if immediately after giving effect to such acquisition, (x) the percentage of the Collateral Principal Amount that consists in the aggregate of Participation Interests with Selling Institutions that have the same or a lower Moody's credit rating does not exceed the "Aggregate Percentage Limit" set forth below for such Moody's credit rating and (y) the percentage of the Collateral Principal Amount that consists in the aggregate of Participation Interests with any single Selling Institution that has the Moody's credit rating set forth below or a lower credit rating does not exceed the "Individual Percentage Limit" set forth below for such Moody's credit rating:

Moody's credit rating of Selling Institution (at or below)	Aggregate Percentage Limit	Individual Percentage Limit
Aaa	20%	20%
Aa1	20%	10%
Aa2	20%	10%
Aa3	15%	10%
A1 and P-1 (both)	10%	5%
A2* and P-1 (both)	5%	5%
A2	0%	0%

* and not on watch for possible downgrade.

"**Moody's Default Probability Rating**" with respect to any Collateral Obligation means the rating determined pursuant to the methodology set forth under the heading "Moody's Default Probability Rating" in Annex B hereto (or such other schedule provided by Moody's to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager).

"**Moody's Derived Rating**" with respect to any Collateral Obligation means the rating determined pursuant to the methodology set forth under the heading "Moody's Derived Rating" in Annex B hereto (or such other schedule provided by Moody's to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager).

"**Moody's Rating**" with respect to any Collateral Obligation means the rating determined pursuant to the methodology set forth under the heading "Moody's Rating" in Annex B hereto (or such other schedule provided by Moody's to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager).

"**Moody's Rating Condition**" means, with respect to any action taken or to be taken by or on behalf of the Issuer, a condition that is satisfied if Moody's has confirmed (which confirmation may be in the form of a press release or other written communication) to the Issuer, the Trustee and/or the Collateral Manager that no immediate withdrawal or reduction with respect to its then-current rating of any Class of Secured Notes with an outstanding solicited rating from Moody's will occur as a result of such action; *provided* that the Moody's Rating Condition (i) will be deemed to be not applicable with respect to any Class of Notes that has received a solicited rating from Moody's that is not outstanding or rated by Moody's at such time and (ii) will not be required if (a) Moody's makes a public statement to the effect that it will no longer review events or circumstances of the type requiring satisfaction of the Moody's Rating Condition in the Indenture for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of obligations rated by it; (b) Moody's communicates to the Issuer, the Collateral Manager or the Trustee (or their counsel) that it will not review such event or circumstance for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of any Class of Secured Notes; (c) with respect to amendments requiring unanimous consent of all Holders of Notes, such Holders have been advised prior to consenting that the current ratings of the Secured Notes may be reduced or withdrawn as a result of such amendment; (d) confirmation has been requested from Moody's (via email to cdomonitoring@moodys.com) at least three separate times during a fifteen (15) Business Day period and Moody's has either not made any response to such requests or has not indicated in response to any such

request that it will consider the application for satisfaction of the Moody's Rating Condition; or (e) no Class of Secured Notes are then rated by Moody's.

"**Moody's Recovery Amount**" means, with respect to any Restructured Qualified Obligation, Defaulted Obligation or Deferring Obligation, an amount equal to:

(a) the applicable Moody's Recovery Rate; *multiplied by*

(b) the Principal Balance of such obligation.

"**Non-Emerging Market Obligor**" means an obligor that is Domiciled in (i) the United States (including Puerto Rico) or (ii) any country that has a country ceiling for foreign currency bonds of at least "Aa3" by Moody's, *provided* that an obligor Domiciled in a country with a Moody's foreign country ceiling rating of "A1," "A2" or "A3" shall be deemed to satisfy the requirements of this clause on the date of the Issuer's commitment to purchase as long as the Collateral Obligations of all Non-Emerging Market Obligors permitted by this proviso does not exceed 10.0% of the Collateral Principal Amount on such date.

"**Non-Permitted AML Holder**" means any Holder or beneficial owner of a Certificated Note or an Uncertificated Note that fails to comply with the Holder AML Obligations.

"**Non-Permitted ERISA Holder**" means, in the case of a beneficial owner of an interest in any Note, a Person as to which representations made by such Person with respect to ERISA in any purchaser representation letter or transfer certificate, or any such representations deemed to be made by such Person, are untrue or whose beneficial ownership otherwise causes or results in Benefit Plan Investors owning 25% or more of any Class of ERISA Restricted Notes.

"**Non-Permitted Holder**" means (i) in the case of a beneficial owner of an interest in a Regulation S Global Secured Note or a Regulation S Global Subordinated Note or a holder of a Certificated Note or an Uncertificated Note acquired in accordance with Regulation S, such Person is a U.S. Person; (ii) in the case of a beneficial owner of an interest in a Rule 144A Global Secured Note or a Rule 144A Global Subordinated Note or a holder of a Certificated Secured Note or an Uncertificated Secured Note not acquired in accordance with Regulation S, such Person is not both (x) a Qualified Institutional Buyer and (y) a Qualified Purchaser or an entity owned exclusively by Qualified Purchasers; and (iii) in the case of a holder of a Certificated Subordinated Note or an Uncertificated Subordinated Note not acquired in accordance with Regulation S, such Person is not both (x) a Qualified Institutional Buyer or an Institutional Accredited Investor and (y) a Qualified Purchaser or an entity owned exclusively by Qualified Purchasers.

"**Note Interest Amount**" means, with respect to any Class of Secured Notes and any Payment Date, the amount of interest for the related Interest Accrual Period payable in respect of each U.S.$100,000 outstanding principal amount of such Class of Notes.

"**Note Register**" means a register in which the Note Registrar will provide for the registration of Notes and the registration of transfers of Notes.

"**Note Registrar**" means the Trustee, in its capacity as note registrar under the Indenture.

"**Notes**" means the Secured Notes and the Subordinated Notes collectively.

"**Overcollateralization Ratio**" means, with respect to any specified Class or Classes of Secured Notes (other than the Class X Notes, for which no Overcollateralization Ratio shall be applicable) as of any date of determination, the percentage derived from:

(a) the Adjusted Collateral Principal Amount on such date; *divided by*

(b) the Aggregate Outstanding Amount on such date of the Secured Notes of such Class or Classes and each Priority Class of Secured Notes (other than the Class X Notes).

"**Partial Deferrable Obligation**": Any Collateral Obligation with respect to which under the related Underlying Instruments (i) a portion of the interest due thereon is required to be paid in cash on each payment date therefor and

is not permitted to be deferred or capitalized (which portion will at least be equal to the Benchmark or the applicable index with respect to which interest on such Collateral Obligation is calculated (or, in the case of a Fixed Rate Obligation, at least equal to the forward swap rate for a designated maturity equal to the scheduled maturity of such Collateral Obligation)) and (ii) the issuer thereof or obligor thereon may defer or capitalize the remaining portion of the interest due thereon; provided that, other than with respect to the definition of "Aggregate Funded Spread", a Collateral Obligation that pays interest in cash equal to or greater than (x) in the case of a Floating Rate Obligation, the Benchmark plus 2.50% or (y) in the case of a Fixed Rate Obligation, the forward swap rate for a designated maturity equal to the scheduled maturity of such Fixed Rate Obligation plus 2.50% will (in the case of (x) or (y)) not be considered to be a Partial Deferrable Obligation.

"**Participation Interest**" means a participation interest in a Loan that:

(i) if acquired directly by the Issuer, would qualify as a Collateral Obligation;

(ii) in each case, at the time of acquisition or the Issuer's commitment to acquire such participation interest, it is represented by a contractual obligation of a Selling Institution that at the time of such acquisition or the Issuer's commitment to acquire the same has at least a short-term rating of "F1" (or, if no short-term rating exists, a long-term rating of "A+") by Fitch (so long as any Fitch-Rated Notes are outstanding) and has at least a short-term rating of "P-1" (and is not on negative credit watch) by Moody's, or a long-term rating of "A2" and a short-term rating of "P-1" by Moody's (if such Selling Institution has both a long-term and a short-term rating by Moody's) or a long-term rating of "A2" by Moody's (if such Selling Institution has only a long-term rating by Moody's);

(iii) the aggregate participation in the Loan granted by such Selling Institution to any one or more participants does not exceed the principal amount or commitment with respect to which the Selling Institution is a lender under such Loan;

(iv) does not grant, in the aggregate, to the participant in such Participation Interest a greater interest than the Selling Institution holds in the Loan or commitment that is the subject of the Participation Interest;

(v) the entire purchase price has been paid in full (without the benefit of financing from the Selling Institution or its affiliates) at the time of its acquisition (or, in the case of a Participation Interest in a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, at the time of the funding of such Loan);

(vi) provides the participant all of the economic benefit and risk of the whole or part of the Loan or commitment that is the subject of such Participation Interest; and

(vii) is documented under a Loan Syndications and Trading Association, Loan Market Association or similar agreement standard for loan participation transactions among institutional market participants;

provided that, for the avoidance of doubt, a Participation Interest will not include a sub-participation interest in any Loan.

"**Paying Agent**" means any Person authorized by the Issuer to pay the principal of or interest on any Notes on behalf of the Issuer as specified in the Indenture.

"**Payment Date**" means each Quarterly Payment Date and each Redemption Date; *provided* that (I) a Redemption Date that (i) does not occur on a Quarterly Payment Date and (ii) is in connection with an Optional Redemption by Refinancing of the Secured Notes in part by Class will not constitute a Payment Date (for the avoidance of doubt, any Redemption Date (whether or not occurring on a Quarterly Payment Date) that is in connection with any other type of Optional Redemption, a Tax Redemption or a Clean-Up Optional Redemption will constitute a Payment Date) and (II) following the redemption or repayment in full of the Secured Notes, Holders of Subordinated Notes may receive payments on any dates designated by the Collateral Manager (which dates may or may not be the dates stated above)

with at least eight Business Days' prior written notice to the Trustee and the Collateral Administrator (which notice the Trustee shall promptly forward to the Holders of the Subordinated Notes).

"**Permitted Debt Security**" means any Bond or Senior Secured Note, in each case, that is not a convertible security.

"**Permitted Re-Pricing**" means any Re-Pricing Amendment conducted pursuant to the Indenture and pursuant to which (i) such Re-Pricing Amendment is consented to by the requisite number of Holders of Subordinated Notes (other than the borrower under the Retention Financing) such that, if the borrower under the Retention Financing were to consent thereto, such Re-Pricing Amendment would be permitted to occur under the terms of the Indenture and (ii) the Tax Debt Condition is satisfied.

"**Permitted Refinancing**" means any Refinancing conducted pursuant to the Indenture, pursuant to which (i) the Classes of Secured Notes over which a security interest has been granted pursuant to the Retention Financing are exchanged for new notes with the same principal balance, the same stated maturity, the same voting rights, the same seniority and priority, and the same or higher rating, (ii) a security interest is granted over such new exchanged notes to the creditors of the Retention Holder under the Retention Financing and (iii) the Tax Debt Condition is satisfied.

"**Permitted Use**" means, with respect to (a) the proceeds of any Contribution that are designated for a Permitted Use, (b) the proceeds of an additional issuance of additional Subordinated Notes and/or Junior Mezzanine Notes that are designated for a Permitted Use or (c) as determined by the Collateral Manager, any amounts in respect of any Redirected Fee Interest designated for a Permitted Use in accordance with the Collateral Management Agreement, any of the following permitted uses, as directed by either (x) the Contributor, in the case of a Contribution, (y) the Collateral Manager with the consent of a Majority of the Subordinated Notes, in the case of any such additional issuance, or (z) the Collateral Manager, in the case of any Redirected Fee Interest: (i) to deposit the applicable portion of such amount to the Interest Collection Subaccount for application as Interest Proceeds generally; (ii) to deposit the applicable portion of such amount to the Principal Collection Subaccount for application as Principal Proceeds generally (which application as Principal Proceeds will be irrevocable); (iii) to deposit the applicable portion of such amount to the applicable subaccount of the Collection Account for application, as specified by the Contributor, as Interest Proceeds or Principal Proceeds to acquire a specific Collateral Obligation or as Interest Proceeds to acquire a specific Restructured Obligation or Specified Equity Security, in each case in accordance with the Indenture; (iv) to satisfy a failing Coverage Test; (v) to conduct an Effective Date Special Redemption; (vi) to repurchase Secured Notes of any Class in accordance with the Indenture as described under "*Description of the Notes—Issuer Purchases of Secured Notes*"; (vii) to pay expenses incurred in connection with a Refinancing, an additional issuance of notes or a Re-Pricing, in each case as determined by the Collateral Manager and subject to the limitations set forth in the Indenture; (viii) to pay accrued but unpaid interest on any Class or Classes of Secured Notes being refinanced in connection with an Optional Redemption by Refinancing of the Secured Notes; (ix) to pay any taxes, registered office or governmental fees owing by any Issuer Subsidiary; and (x) to make payments in connection with the exercise of an option, warrant, right of conversion, pre-emptive right, rights offering, credit bid or similar right in connection with the workout or restructuring of a Collateral Obligation, in each case subject to the limitations set forth in the Indenture.

"**Permitted Use Funds**" means the proceeds of any Contributions, additional issuances of Subordinated Notes and/or Junior Mezzanine Notes or Redirected Fee Interest that, in each case, are designated for a Permitted Use in accordance with the definition of such term.

"**Person**" means an individual, corporation (including a business trust), partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

"**Primary Business Activity**" means, in relation to a consolidated group of companies, for the purposes of determining whether a debt obligation or debt security is an ESG Prohibited Collateral Obligation, where such group derives more than 50% of its revenues from the relevant business, trade or production (as applicable) at the time of purchase of the ESG Prohibited Collateral Obligation.

"**Principal Balance**" means, subject to certain assumptions with respect to the Assets and calculations relating thereto described in "*Security for the Secured Notes—Assumptions as to Assets*," with respect to (a) any Asset that is a security or obligation other than a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, as

of any date of determination, the outstanding principal amount of such Asset (excluding any capitalized interest) and (b) any Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, as of any date of determination, the outstanding principal amount of such Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation (excluding any capitalized interest), *plus* (except as expressly set forth in the Indenture) any undrawn commitments that have not been irrevocably reduced or withdrawn with respect to such Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation; *provided* that, for all purposes, the Principal Balance of (1) any Equity Security, Restructured Obligation (other than a Restructured Qualified Obligation) or interest only strip will be deemed to be zero, (2) any Restructured Qualified Obligation will be deemed to be its Moody's Collateral Value and (3) any Defaulted Obligation that has remained a Defaulted Obligation for a continuous period of three years after becoming a Defaulted Obligation and has not been sold or terminated during such three year period will be deemed to be zero.

"**Principal Financed Accrued Interest**" means, with respect to (i) any Collateral Obligation owned or purchased by the Issuer on the Closing Date, any warehouse accrued interest and (ii) any Collateral Obligation purchased by the Issuer after the Closing Date, the amount of Principal Proceeds, if any, applied towards the purchase of accrued interest on such Collateral Obligation.

"**Principal Proceeds**" means, with respect to any Collection Period or Determination Date, all amounts received by the Issuer during the related Collection Period that do not constitute Interest Proceeds and any amounts that have been designated as Principal Proceeds pursuant to the terms of the Indenture, including, without limitation, any Permitted Use Funds designated as Principal Proceeds.

"**Priority Class**" means, with respect to any specified Class of Notes, each Class of Notes that ranks senior to such Class, as indicated in "*Summary of Terms—Principal Terms of the Secured Notes and the Subordinated Notes*."

"**Purchaser**" means any prospective purchaser of the Notes or of any beneficial ownership interest therein (including transferees).

"**Qualified Broker/Dealer**" means any of Bank of America/Merrill Lynch, Deutsche Bank, JP Morgan, BNP Paribas, UBS, Citibank, Royal Bank of Scotland, Royal Bank of Canada, Morgan Stanley, Goldman Sachs, Credit Suisse, Wachovia/Wells Fargo, Barclays Bank, Jefferies, Mizuho Securities USA, Nomura, SG Americas Securities, Canadian Imperial Bank of Commerce (CIBC), General Electric Capital, BMO Capital Markets, Cantor Fitzgerald, Bank of Nova Scotia, HSBC Securities (USA), Daiwa Capital Markets and TD Securities.

"**Qualified Institutional Buyer**" has the meaning set forth in Rule 144A.

"**Qualified Purchasers**" has the meaning set forth in the Investment Company Act.

"**Quarterly Payment Date**" means the 20th day of January, April, July and October of each year (or, if such day is not a Business Day, then the next succeeding Business Day), commencing in October 2022.

"**Rating Agency**" means each of Moody's and Fitch, in each case for so long as it assigns a rating at the request of the Issuer to the Class or Classes to which it assigned a rating on the Closing Date. If either (a) a Rating Agency withdraws all of its ratings on the Notes rated by it on the Closing Date at the request of the Issuer or otherwise, or (b) the Notes rated by it on the Closing Date are no longer outstanding, then, in either case, it shall no longer constitute a Rating Agency for purposes of the Indenture or any other Transaction Document, and, solely in the case of clause (b), any of the provisions thereof that refer to such Rating Agency and any tests, conditions or limitations which incorporate the name of such Rating Agency shall have no further effect. Subject to the foregoing but notwithstanding anything else to the contrary herein, references herein to "the Rating Agencies," "the applicable Rating Agencies," "each Rating Agency" and other words of similar effect shall be deemed to refer solely to Moody's and Fitch.

"**Recalcitrant Holder**" means (i) a holder or beneficial owner of debt or equity in the Issuer that fails to provide the Holder FATCA Information or (ii) a foreign financial institution as defined under FATCA that does not comply (or is not deemed to comply or not excused from complying) with FATCA.

"**Record Date**" means, as to any applicable Payment Date (other than a Redemption Date), the date eight Business Days prior to the applicable Payment Date. As to any applicable Redemption Date, the Business Day prior to the applicable Redemption Date.

"**Redemption Date**" means any Business Day specified for a redemption or refinancing of Notes (including a refinancing of fewer than all Classes of Secured Notes) pursuant to the Indenture.

"**Redemption Price**" means, (a) for each Secured Note to be redeemed (x) 100% of the Aggregate Outstanding Amount of such Secured Note, *plus* (y) without duplication, accrued and unpaid interest thereon (including interest on any accrued and unpaid Secured Note Deferred Interest, in the case of the Deferred Interest Secured Notes) to the Redemption Date, and (b) for each Subordinated Note, its proportional share (based on the Aggregate Outstanding Amount of such Note) of the portion of the proceeds of the remaining Collateral Obligations, Eligible Investments and other distributable Assets (after giving effect to the Optional Redemption, Clean-Up Optional Redemption or Tax Redemption of the Secured Notes in whole or after all of the Secured Notes have been repaid in full and payment in full of (and/or creation of a reserve for) all expenses (including all Management Fees and all Administrative Expenses (without regard to the Administrative Expense Cap)); *provided* that, in connection with any Optional Redemption, Clean-Up Optional Redemption or Tax Redemption, holders of 100% of the Aggregate Outstanding Amount of any Class of Secured Notes may elect to receive less than 100% of the Redemption Price that would otherwise be payable to the Holders of such Class of Secured Notes.

"**Reference Rate Floor Obligation**" means, as of any date, a Floating Rate Obligation (a) for which the related Underlying Instruments allow an interest rate option based on a specific reference rate and (b) that provides that its interest rate is (in effect) calculated as the greater of (i) a specified "floor" rate per annum and (ii) such reference rate for the applicable interest period for such Collateral Obligation.

"**Refinancing Obligation**" means each loan incurred or replacement security issued in connection with a Refinancing.

"**Refinancing Proceeds**" means the cash proceeds from a Refinancing.

"**Registered**" means in registered form for U.S. federal income tax purposes and issued after July 18, 1984.

"**Registered Investment Advisor**" means a Person duly registered as an investment advisor in accordance with the Investment Advisers Act.

"**Regulation S**" has the meaning set forth in Regulation S under the Securities Act.

"**Reinvestment Balance Criteria**" means any of the following requirements, in each case determined after giving effect to the proposed purchase of Collateral Obligations and all other sales or purchases previously or simultaneously committed to:

(i) the Adjusted Collateral Principal Amount is maintained or increased;

(ii) the sum of (I) the Aggregate Principal Balance of the Collateral Obligations (other than Defaulted Obligations or Restructured Qualified Obligations) plus (II) for each Defaulted Obligation and each Restructured Qualified Obligation, its Moody's Collateral Value plus (III) without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds is (x) maintained or increased or (y) greater than or equal to the Reinvestment Target Par Balance; or

(iii) solely with respect to the purchase of Collateral Obligations with the proceeds from the disposition of Credit Risk Obligations or Defaulted Obligations, the Aggregate Principal Balance of all additional Collateral Obligations purchased with such proceeds will at least equal the Sale Proceeds from such disposition.

"**Reinvestment Target Par Balance**" means, as of any date of determination, (i) the Target Initial Par Amount *minus* (ii) the amount of any reduction in the Aggregate Outstanding Amount of the Secured Notes (other than the Class X Notes) through the payment of Principal Proceeds (excluding any such reduction arising from the payment of Secured Note Deferred Interest) *plus* (iii) the aggregate amount of Principal Proceeds that result from the issuance of any additional Secured Notes under and in accordance with the Indenture (after giving effect to such issuance of any additional Secured Notes).

"**Related Obligation**" means an obligation issued by the Collateral Manager, any of its Affiliates that are collateralized debt obligation funds or any other Person that is a collateralized debt obligation fund whose investments are primarily managed by the Collateral Manager or any of its Affiliates.

"**Re-Pricing Replacement Notes**" means Notes of a Re-Pricing Affected Class that have terms identical to the Re-Pricing Affected Class prior to the Re-Pricing other than interest rates and securities identifiers.

"**Required Interest Diversion Amount**" means the lesser of (x) 50% of Available Funds from the Collateral Interest Amount on any Payment Date after application of such Collateral Interest Amount to the payment of amounts set forth in clauses (A) through (P) under "*Summary of Terms—Priority of Payments—Application of Interest Proceeds*" and (y) the minimum amount that needs to be deposited into the Collection Account as Principal Proceeds in order to cause the Interest Diversion Test to be satisfied.

"**Restricted Trading Period**" means the period during which (and only for so long as any Secured Notes are still outstanding) (a) (i) the Moody's rating of the Class A-1N Notes, the Class A-1F Notes, the Class A-2N Notes or the Class A-2F Notes is one or more sub-categories below its rating on the Closing Date, (ii) the Moody's rating of the Class BN Notes, the Class BF Notes or the Class C Notes is two or more sub-categories below its rating on the Closing Date or (iii) the Fitch rating of the Class D1 Notes is three or more sub-categories below its rating on the Closing Date and (b) after giving effect to any sale of the relevant Collateral Obligations, any of the Overcollateralization Tests are not satisfied; provided that, so long as (x) the rating by Moody's of the Class A-1N Notes, the Class A-1F Notes, the Class A-2N Notes, the Class A-2F Notes, the Class BN Notes, the Class BF Notes or the Class C Notes or the rating by Fitch of the Class D1 Notes, as the case may be, has not been further downgraded, withdrawn or put on watch for potential downgrade and (y) the Coverage Tests and the Collateral Quality Tests are then satisfied, the Issuer with the consent of a Majority of the Controlling Class may direct that such period will not be a Restricted Trading Period, which direction will remain in effect until the earlier of (i) a further or additional downgrade or withdrawal of the rating by Moody's of the Class A-1N Notes, the Class A-1F Notes, the Class A-2N Notes, the Class A-2F Notes, the Class BN Notes, the Class BF Notes or the Class C Notes or by Fitch of the Class D1 Notes, as the case may be, that, disregarding such direction, would cause the conditions set forth in clauses (a) and (b) to be true and (ii) a subsequent direction to the Issuer (with a copy to the Trustee and the Collateral Administrator) by a Majority of the Controlling Class declaring the beginning of a Restricted Trading Period. For the avoidance of doubt, no Restricted Trading Period will restrict any sale of a Collateral Obligation entered into by the Issuer at a time when a Restricted Trading Period is not in effect, regardless of whether such sale has settled.

"**Restructured Obligation**" means a loan or Bond purchased, funded or otherwise received by the Issuer in connection with the workout, restructuring or a related scheme to mitigate losses with respect to a Collateral Obligation, Defaulted Obligation or Credit Risk Obligation, which loan or Bond (i) is not eligible to be categorized as a Collateral Obligation and (ii) is not an equity security; provided that, on any Business Day as of which any Restructured Obligation satisfies each clause of the definition of Collateral Obligation, the Collateral Manager may designate (by written notice to the Issuer and the Collateral Administrator) such Restructured Obligation as a "Collateral Obligation" for all purposes under the Indenture. For the avoidance of doubt, any Restructured Obligation designated as a Collateral Obligation in accordance with the terms of this definition will constitute a Collateral Obligation (and not a Restructured Obligation) for all purposes under the Indenture following such designation.

"**Restructured Qualified Obligation**" means a Restructured Obligation that (A) meets the requirements of the definition of Collateral Obligation (other than clauses (ii), (viii), (xiv)(B), (xv), (xvi), (xvii), (xxi), (xxii) and (xxvi) thereof) as determined by the Collateral Manager, (B) ranks in right of payment no more junior than the related Defaulted Obligation or Credit Risk Obligation, and (C) is issued by the same (or an affiliated or related) obligor as the obligor (or successor thereto) on the related Defaulted Obligation or Credit Risk Obligation.

"**Revolving Collateral Obligation**" means any Collateral Obligation (other than a Delayed Drawdown Collateral Obligation but including, without limitation, revolving loans, including funded and unfunded portions of revolving credit lines, unfunded commitments under specific facilities and other similar loans and investments) that by its terms may require one or more future advances to be made to the borrower by the Issuer; *provided* that any such Collateral Obligation will be a Revolving Collateral Obligation only until all commitments to make advances to the borrower expire or are terminated or irrevocably reduced to zero.

"**Risk Retention Tranche**" means each of (a) the Class X Notes, (b) the Class A-1N Notes and the Class A-1F Notes collectively, (c) the Class A-2N Notes and the Class A-2F Notes collectively, (d) the Class BN Notes and the Class BF Notes collectively, (e) the Class C Notes, (f) the Class D1 Notes, (g) the Class D2 Notes, (h) the Class E Notes and (i) the Subordinated Notes.

"**Rule 144A**" means Rule 144A, as amended, under the Securities Act.

"**S&P**" means S&P Global Ratings, an S&P Global business, and any successor or successors thereto.

"**S&P Rating**" has the meaning specified in Annex C hereto.

"**Sale Proceeds**" are all proceeds (excluding accrued interest, if any) received with respect to any Collateral Obligation or Eligible Investment as a result of sales or other disposition of such Collateral Obligation or Eligible Investment in accordance with the restrictions described in "*Security for the Secured Notes—Sales of Assets; Purchase of Additional Assets and Investment Criteria*," *less* any reasonable expenses incurred by the Collateral Manager, the Collateral Administrator or the Trustee (other than amounts payable as Administrative Expenses) in connection with such sales or other disposition.

"**Second Lien Loan**" means any assignment of or Participation Interest in a Loan that: (I) (a) is not (and cannot by its terms become) subordinate in right of payment to any other obligation of the obligor of the Loan but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to a Senior Secured Loan of the obligor and (b) is secured by a valid second-priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the Second Lien Loan the value of which is adequate (in the commercially reasonable judgment of the Collateral Manager, as certified to the Trustee in writing) to repay the Loan in accordance with its terms and to repay all other debt of equal or higher seniority secured by a lien or security interest in the same collateral; or (II) is a First Lien Last Out Loan.

"**Secured Note Deferred Interest**" means: (i) with respect to the Class C Notes, any payment of interest due on the Class C Notes on any Payment Date to the extent sufficient funds are not available to make such payment in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date; (ii) with respect to the Class D1 Notes, any payment of interest due on the Class D1 Notes on any Payment Date to the extent sufficient funds are not available to make such payment in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date; (iii) with respect to the Class D2 Notes, any payment of interest due on the Class D2 Notes on any Payment Date to the extent sufficient funds are not available to make such payment in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date; and (iv) with respect to the Class E Notes, any payment of interest due on the Class E Notes on any Payment Date to the extent sufficient funds are not available to make such payment in accordance with the Priority of Payments on such Payment Date, but only if one or more senior Classes of Notes are outstanding on such Payment Date.

"**Secured Notes**" means the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

"**Secured Parties**" means collectively the holders of the Secured Notes, the Collateral Manager, the Collateral Administrator, the Bank, the Trustee and any Hedge Agreement counterparty.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Selling Institution**" means the entity obligated to make payments to the Issuer under the terms of a Participation Interest.

"**Senior Notes**" means the Class X Notes, the Class A Notes and the Class B Notes.

"**Senior Priority Notes**" means the Class X Notes, the Class A Notes and the Class B Notes.

"**Senior Secured Bond**" means any assignment of or other interest in a Bond that (a) is issued by a corporation, limited liability company, partnership or trust, (b) is secured by a valid first priority perfected security interest on specified collateral and (c) the value of the collateral securing the Bond together with other attributes of the issuer

(including, without limitation, its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the commercially reasonable judgment of the Collateral Manager, as certified to the Trustee in writing) to repay the Bond in accordance with its terms and to repay all other debt of equal seniority secured by a first lien or security interest in the same collateral.

"**Senior Secured Note**" means any assignment of or other interest in a senior secured note issued pursuant to an indenture or equivalent document by a corporation that is secured by a first or second priority perfected security interest or lien in or on specified collateral securing the issuer's obligations under such note.

"**Senior Secured Loan**" means any assignment of or Participation Interest in a Loan that: (a) is not (and cannot by its terms become) subordinate in right of payment to any other obligation of the obligor of the Loan; (b) is secured by a valid first-priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under the Loan; and (c) the value of the collateral securing the Loan together with other attributes of the obligor (including, without limitation, its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the commercially reasonable judgment of the Collateral Manager, as certified to the Trustee in writing) to repay the Loan in accordance with its terms and to repay all other debt of equal seniority secured by a first lien or security interest in the same collateral.

"**Small Obligor Loan**" means any obligation of an obligor where the total potential indebtedness (whether drawn or undrawn) of such obligor or related affiliates under all of their loan agreements, indentures and other underlying instruments is less than $150,000,000.

"**SOFR**" means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator).

"**Specified Equity Security**" means an equity security or other equity interest funded or purchased by the Issuer in connection with a restructuring or workout of a Defaulted Obligation or Credit Risk Obligation, including by the exercise of a warrant or similar right. For the avoidance of doubt, an Equity Security (or portion thereof) that is received by the Issuer or an Issuer Subsidiary in a restructuring or workout pursuant to a cashless exchange of an Asset will not constitute a Specified Equity Security.

"**Stated Maturity**" means with respect to each Class of Notes, the Payment Date in July 2035.

"**Step-Down Obligation**" means an obligation or security which by the terms of the related Underlying Instruments provides for a decrease in the *per annum* interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate) or in the spread over the applicable index or benchmark rate, over time (in each case other than decreases that are conditioned upon an improvement in the creditworthiness of the obligor or changes in a pricing grid or based on improvements in financial ratios); *provided* that an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer will not constitute a Step-Down Obligation.

"**Step-Up Obligation**" means an obligation or security which by the terms of the related Underlying Instruments provides for an increase in the *per annum* interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate) or in the spread over the applicable index or benchmark rate, over time (in each case other than increases that are conditioned upon a decline in the creditworthiness of the obligor or changes in a pricing grid or based on deteriorations in financial ratios); *provided* that an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer will not constitute a Step-Up Obligation.

"**Structured Finance Obligation**" means any obligation secured directly by, referenced to, or representing ownership of, a pool of receivables or other financial assets of any obligor, including collateralized debt obligations and mortgage-backed securities.

"**Subordinated Notes**" means the Subordinated Notes issued pursuant to the Indenture.

"**Subordinated Notes Internal Rate of Return**" means, as of any date of determination, an annualized internal rate of return (computed using the "XIRR" function in Microsoft® Excel 2002 or an equivalent function in another

software package), stated on a *per annum* basis, for the following cash flows, assuming all Subordinated Notes were purchased on the Closing Date for U.S.$21,500,000:

(i) each distribution of Interest Proceeds made to the holders of the Subordinated Notes on any prior Payment Date and, to the extent necessary to reach the applicable Subordinated Notes Internal Rate of Return, the current Payment Date; and

(ii) each distribution of Principal Proceeds made to the holders of the Subordinated Notes on any prior Payment Date and, to the extent necessary to reach the applicable Subordinated Notes Internal Rate of Return, the current Payment Date;

excluding, in each case, any Contribution Repayment Amounts distributed pursuant to any of the Priorities of Payments.

"**Swapped Non-Discount Obligation**" means any Collateral Obligation that would otherwise be considered a Discount Obligation, but that is purchased with the proceeds of a sale of a Collateral Obligation that was not a Discount Obligation at the time of its purchase, and that (a) is purchased or committed to be purchased within 10 Business Days of such sale, (b) is purchased at a price (as a percentage of par) equal to or greater than the sale price (as a percentage of par) of the sold Collateral Obligation, (c) for the avoidance of doubt, satisfies the Minimum Price Requirement, and (d) has a Moody's Rating or Moody's Default Probability Rating equal to or greater than the Moody's Rating or Moody's Default Probability Rating, respectively, of the sold Collateral Obligation; *provided*, *however*, that this definition of Swapped Non-Discount Obligation will not apply to any such Collateral Obligation at any time on or after the acquisition by the Issuer of such Collateral Obligation if, as determined at the time of such acquisition, such application would result in more than 5.0% of the Collateral Principal Amount consisting of Collateral Obligations to which this definition otherwise would have been applied; *provided, further*, that, to the extent the aggregate outstanding Principal Balance of all obligations that have constituted Swapped Non-Discount Obligations measured cumulatively since the Closing Date exceeds 10.0% of the Target Initial Par Amount, such excess will not constitute Swapped Non-Discount Obligations; *provided, further*, that such Collateral Obligation will cease to be a Swapped Non-Discount Obligation at such time as the Market Value (expressed as a percentage of par) of such Collateral Obligation, for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Obligation, equals or exceeds (x) with respect to Senior Secured Loans, 90% of the principal balance of such Collateral Obligation or (y) otherwise, 85% of the principal balance of such Collateral Obligation.

"**Synthetic Security**" means a security or swap transaction, other than a Participation Interest or Hedge Agreement, that has payments associated with either payments of interest on and/or principal of a reference obligation or the credit performance of a reference obligation.

"**Target Initial Par Amount**" equals U.S.$300,000,000.

"**Target Initial Par Condition**" means a condition satisfied as of any date of determination if, without duplication, (i) the Aggregate Principal Balance of Collateral Obligations that are held by the Issuer and that the Issuer has committed to purchase on such date, together with (ii) the amount of any proceeds of prepayments, maturities or redemptions of Collateral Obligations purchased by the Issuer prior to such date (other than any such proceeds that have been reinvested or committed to be reinvested in Collateral Obligations under clause (i) held by the Issuer on the Effective Date which will be included in the determination of the Aggregate Principal Balance), will equal or exceed the Target Initial Par Amount; *provided* that, for purposes of this definition, any Collateral Obligation that becomes a Defaulted Obligation or any Restructured Qualified Obligation will be treated as having a Principal Balance equal to its Moody's Collateral Value.

"**Tax**" means any tax, levy, impost, duty, withholding, deduction, charge or assessment of any nature (including interest, penalties and additions thereto) imposed by any governmental taxing authority.

"**Tax Debt Condition**" means, with respect to a contemplated Refinancing or Re-Pricing of the Secured Notes and the pledge of the replacement securities or re-priced Notes under the Retention Financing to the creditors of the Retention Holder, the receipt by the Retention Holder and certain other parties under the Retention Financing of an opinion to the effect that such transaction will not cause any loans or securities issued under the Retention Financing to be treated as other than indebtedness immediately after such Refinancing or Re-Pricing.

"**Tax Event**" means an event that occurs if (i) any obligor under any Collateral Obligation is required to deduct or withhold from any payment under such Collateral Obligation to the Issuer for or on account of any Tax for whatever reason (other than withholding taxes imposed on commitment fees, amendment fees, waiver fees, consent fees, extension fees, or similar fees, to the extent that such withholding tax does not exceed 30% of the amount of such fees) and such obligor is not required to pay to the Issuer such additional amount as is necessary to ensure that the net amount actually received by the Issuer (free and clear of Taxes, whether assessed against such obligor or the Issuer) will equal the full amount that the Issuer would have received had no such deduction or withholding occurred or (ii) any jurisdiction imposes net income, profits or similar Tax on the Issuer.

"**Tax Guidelines**" means the acquisition guidelines attached as Schedule I to the Collateral Management Agreement.

"**Tax Jurisdiction**" means (a) a sovereign jurisdiction that is commonly used as the place of organization of special purpose vehicles (including but not limited to the Bahamas, Bermuda, the British Virgin Islands, the Cayman Islands, the Channel Islands, Jersey, Singapore or the U.S. Virgin Islands) or (b) upon notice to the Rating Agencies with respect to the treatment of another jurisdiction as a Tax Jurisdiction, such other jurisdiction.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited, or a successor administrator of the Term SOFR Reference Rate selected by the Collateral Manager with notice to the Trustee and the Collateral Administrator.

"**Term SOFR Rate**" means the Term SOFR Reference Rate for the Index Maturity, as such rate is published by the Term SOFR Administrator on the related Interest Determination Date; provided that with respect to the first Interest Accrual Period, the Term SOFR Rate will equal the rate determined by interpolating linearly between (x) the Term SOFR Reference Rate for the next shorter period of time for which rates are published by the Term SOFR Administrator and (y) the Term SOFR Reference Rate for the next longer period of time for which rates are published by the Term SOFR Administrator, in each case, as such rate is published by the Term SOFR Administrator on the related Interest Determination Date; provided that if as of 5:00 p.m. (New York City time) on any Interest Determination Date, the Term SOFR Reference Rate for the Index Maturity (or such other relevant period) has not been published by the Term SOFR Administrator, then, until a Benchmark Replacement has been determined, the Term SOFR Rate used for purposes of calculating the Benchmark will be (x) the Term SOFR Reference Rate for the Index Maturity (or such other relevant period) as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for the Index Maturity (or such other relevant period) was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than five Business Days prior to such Interest Determination Date, or (y) if the Term SOFR Reference Rate cannot be determined in accordance with clause (x) of this proviso, the Term SOFR Rate will be the Term SOFR Reference Rate as determined on the previous Interest Determination Date. Notwithstanding anything to the contrary herein, for purposes of calculating the interest due on the Floating Rate Notes, the Term SOFR Rate will at no time be less than 0.0% per annum.

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"Transaction Documents" means the Indenture, the Collateral Management Agreement, the Collateral Administration Agreement, the Account Control Agreement, the Purchase Agreement, the Risk Retention Letter and the Administration Agreement.

"**Transfer Agent**" means the Person or Persons, which may be the Issuer, authorized by the Issuer to exchange or register the transfer of Notes.

"**Treasury**" means the United States Department of the Treasury.

"**Trustee**" means the Bank, in its capacity as Trustee under the Indenture, and any successor thereto.

"**Uncertificated Notes**" means, collectively, the Uncertificated Secured Notes and the Uncertificated Subordinated Notes.

"**Underlying Instrument**" means the credit agreement, indenture or other agreement pursuant to which an Asset has been issued or created and each other agreement that governs the terms of or secures the obligations represented by such Asset or of which the holders of such Asset are the beneficiaries.

"**Unpaid Class X Principal Amortization Amount**" means, for any Payment Date, the aggregate amount of all or any portion of the Class X Principal Amortization Amounts for any prior Payment Dates that were not paid on such prior Payment Dates.

"**Unscheduled Principal Payments**" means any principal payments received with respect to a Collateral Obligation during and after the Reinvestment Period as a result of optional redemptions, exchange offers, tender offers, consents or other payments or prepayments made at the option of the issuer thereof.

"**Unsecured Loan**" means a senior unsecured Loan obligation of any Person (other than an individual) which is not (and by its terms is not permitted to become) subordinate in right of payment to any other debt for borrowed money incurred by the obligor under such Loan.

"**U.S. Government Securities Business Day**" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities as indicated on the Securities Industry and Financial Markets Association website.

"**U.S. Persons**" or "**U.S. persons**" has the meaning set forth in Regulation S under the Securities Act.

"**U.S. Tax Person**" means a "United States person" as defined in section 7701(a)(30) of the Code.

"**Volcker Rule**" means Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376 (2010) (codified at 15 U.S.C. § 780) (together with the final regulations with respect thereto adopted on December 10, 2013).

"**Zero Coupon Obligation**" means any debt security that by its terms (a) does not bear interest for all or part of the remaining period that it is outstanding, (b) provides for periodic payments of interest in cash less frequently than semi-annually or (c) pays interest only at its stated maturity.

INDEX OF DEFINED TERMS

Following is an index of defined terms used in this Offering Circular and the page number where each definition appears.

ANNEX A-1

FORM OF PURCHASER REPRESENTATION LETTER FOR SUBORDINATED NOTES

[DATE]

State Street Bank and Trust Company
1 Heritage Drive – Mail Stop: OHD0100
North Quincy, Massachusetts, 02171
Attention: Transfer Agent
Ref: Venture 46 CLO, Limited

Re: Venture 46 CLO, Limited (the "*Issuer*");

Reference is hereby made to the Indenture, dated as of [ ], among the Issuer, Venture 46 CLO, LLC, as Co-Issuer, and State Street Bank and Trust Company, as Trustee (the "**Indenture**"). Capitalized terms not defined in this certificate shall have the meanings ascribed to them in the final Offering Circular of the Issuer or the Indenture.

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Subordinated Notes [to be] issued under the Indenture (the "**Specified Securities**") which are being acquired by _____ (the "**Transferee**").

The Transferee hereby commits to acquire the Specified Securities in the form of (check one):

____ Certificated Subordinated Note

____ Uncertificated Subordinated Note

____ Rule 144A Global Subordinated Note

____ Regulation S Global Subordinated Note

In connection with such request, and in respect of such Subordinated Notes, the Transferee does hereby acknowledge that the certifications it is providing herein are intended to ensure that the Specified Securities are being transferred (i) in accordance with the transfer restrictions set forth in the Indenture and (ii) pursuant to an exemption from registration under the United States Securities Act of 1933, as amended (the "*Securities Act*") and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

The Transferee hereby represents, warrants and covenants that it is:

(a) (PLEASE CHECK ONLY ONE)

____ (x) a "qualified institutional buyer" (a "**QIB**") as defined in Rule 144A ("**Rule 144A**") under the Securities Act or (y) an institutional accredited investor (i.e., accredited investor of the type set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) ("IAIs"), that, in the case of either (x) or (y), is also a "qualified purchaser" (a "**Qualified Purchaser**") as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "**Investment Company Act**") or a corporation, partnership, limited liability company or other entity (other than a trust, except as otherwise agreed to by the Issuer) each shareholder, partner, member or other equity owner of which is a Qualified Purchaser; or

____ not a U.S. person (a "**U.S. person**") as defined in Regulation S under the Securities Act ("**Regulation S**") and is acquiring the Specified Securities for its own account or for one or more accounts, each holder of which is not a U.S. person, in an "offshore transaction" as defined in Regulation S (an "**Offshore Transaction**") in reliance on the exemption from registration pursuant to Regulation S; and

(b) It is acquiring the Specified Securities for its own account (and not for the account of any other Person) and in a Minimum Denomination of U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof.

The Transferee further represents, warrants and agrees as follows:

1. It understands that the Specified Securities are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, have not been and will not be registered under the Securities Act, and, if in the future it decides to offer, resell, pledge or otherwise transfer the Specified Securities, such Specified Securities may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Indenture and the legends on such Specified Securities, including the requirement for written certifications (if applicable). In particular, it understands that the Specified Securities may only be transferred to, and it will only transfer the Specified Securities to, a Person that is either (i)(I)(a) a Qualified Purchaser or (b) a corporation, partnership, limited liability company or other entity (other than a trust, except as otherwise agreed to by the Issuer) each shareholder, partner, member or other equity owner of which is a Qualified Purchaser and in the case of (a) and (b) above that is (II)(x) a QIB who purchases such Specified Securities in reliance on the exemption from Securities Act registration provided by Rule 144A that is neither a dealer described in paragraph (a)(1)(ii) of Rule 144A which owns and invests on a discretionary basis less than U.S.$25 million in securities of issuers that are not affiliated persons of the dealer, nor a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan or (y) an institutional accredited investor (i.e., accredited investor of the type set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) or (ii) a Person that is not a U.S. person, and is acquiring the Specified Securities in an Offshore Transaction in reliance on the exemption from registration under the Securities Act provided by Regulation S. It acknowledges that no representation is made as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Specified Securities. It acknowledges that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act.

2. In connection with its purchase of the Specified Securities: (i) none of the Co-Issuers, the Initial Purchaser, the Collateral Manager, the Service Provider, the Retention Holder, the Trustee, the Collateral Administrator, the Note Registrar or the Administrator (the "**Transaction Parties**") or any of their respective Affiliates is acting as a fiduciary or financial or investment advisor for it; (ii) it is not relying, and will not rely, (for purposes of making any investment decision or otherwise) upon any written or oral advice, counsel or representations of the Transaction Parties or any of their respective Affiliates, other than any statements in the final Offering Circular with respect to such Specified Securities; (iii) it has read and understands the final Offering Circular for the Notes (including, without limitation, the descriptions therein of the structure of the transaction in which the Notes are being issued and the risks to purchasers of the Specified Securities); (iv) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Indenture) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Transaction Parties or any of their respective Affiliates; (v) it is a sophisticated investor and is purchasing the Specified Securities with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks; (vi) it is acquiring its interest in such Specified Securities as principal solely for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (vii) it was not formed for the purpose of investing in such Specified Securities; (viii) it understands that the Issuer may receive a list of participants holding interests in the Specified Securities from one or more book entry depositories; (ix) it will hold and transfer at least the Minimum Denomination of such Specified Securities; (x) if it is not a "United States person" (as defined in section 7701(a)(30) of the Code), it is not acquiring any Specified Securities as part of a plan to reduce, avoid or evade U.S. federal income tax under Treasury regulations section 1.881-3; (xi) it understands that none of the Transaction Parties or any of their respective affiliates has given it (directly or indirectly through any other Person) any assurance, guarantee or representation

whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of the Specified Securities or of the Indenture; (xii) it has determined that the rates, prices or amounts and other terms of the purchase and sale of the Specified Securities reflect those in the relevant market for similar transactions; (xiii) it is not a (x) partnership, (y) common trust fund or (z) special trust, pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants may designate the particular investments to be made; and (xiv) it agrees that it will not hold any Specified Securities for the benefit of any other Person, that it will at all times be the sole beneficial owner of the Specified Securities for purposes of the Investment Company Act and all other purposes and that it will not sell participation interests in the Specified Securities or enter into any other arrangement pursuant to which any other Person will be entitled to a beneficial interest in the distributions on the Specified Securities.

3. It will provide notice to each Person to whom it proposes to transfer any interest in the Specified Securities of the transfer restrictions and representations set forth in Article 2 of the Indenture, including the exhibits referenced therein.

4. It acknowledges and agrees that all of the assurances given by it in the certificate required by the Indenture (the "**ERISA Certificate**") as to its status under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), are correct and are for the benefit of the Issuer, the Trustee, the Initial Purchaser and the Collateral Manager. It agrees and acknowledges that neither the Issuer nor the Trustee (based solely on the transfer certificates provided to it) will recognize any transfer of the Specified Securities (or any interest therein) if such transfer may result in 25% or more of the total value of the Specified Securities thereof being held by Benefit Plan Investors, as defined in Section 3(42) of ERISA (the "**25% Limitation**"). For purposes of applying the 25% Limitation, the value of any equity interests held by a Person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the Issuer or any Person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of any such Person (each, a "**Controlling Person**"), is disregarded. An "**affiliate**" of a Person includes any Person, directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with the Person, and "**control**" with respect to a Person other than an individual means the power to exercise a controlling influence over the management or policies of such Person. It further agrees and acknowledges that the Issuer has the right, under the Indenture, to compel any Holder or beneficial owner of Specified Securities who has made or has been deemed to make a prohibited transaction, Benefit Plan Investor or Controlling Person representation or a governmental, church, non-U.S. or other plan representation that is subsequently shown to be false or misleading or whose ownership otherwise causes a violation of the 25% Limitation to sell its interest in the Specified Securities, or may sell such interest on behalf of such owner.

[It agrees that the representations set forth in the ERISA Certificate are true and correct and that a duly completed copy of such ERISA Certificate has been provided to the Trustee, the Issuer and the Collateral Manager contemporaneous with the execution of this representation letter.

It agrees to indemnify and hold harmless the Issuer, the Trustee, the Initial Purchaser and the Collateral Manager and their respective Affiliates from any cost, damage, or loss incurred by them as a result of these representations or the representations and warranties in the ERISA Certificate being or being deemed to be untrue.][22]

It understands that the Issuer has the right under the Indenture to compel any Non-Permitted Holder, Non-Permitted AML Holder or Non-Permitted ERISA Holder to sell its interest in such Specified

[22] Include for all Subordinated Notes on the Closing Date and only for Certificated Subordinated Notes and Uncertificated Subordinated Notes after the Closing Date.

Securities, or may sell such interest in such Specified Securities on behalf of such Non-Permitted Holder, Non-Permitted AML Holder or Non-Permitted ERISA Holder.

5. It is (x) _____ (**check if applicable**) a "United States person" (as defined in section 7701(a)(30) of the Code), and a properly completed and signed Internal Revenue Service Form W 9 (or applicable successor form) is attached hereto or (y) _____ (**check if applicable**) not a "United States person" (as defined in section 7701(a)(30) of the Code), and a properly completed and signed applicable Internal Revenue Service Form W 8 (or applicable successor form) is attached hereto. It understands and acknowledges that failure to provide the Issuer, the Trustee or any Paying Agent with the properly completed and signed applicable tax certifications may result in withholding or back up withholding from payments to it in respect of the Specified Securities. It will provide the Issuer with any documentation reasonably requested by the Issuer to permit the Issuer to (i) make payments to the investor without, or at a reduced rate of, deduction or withholding, (ii) qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Issuer receives payments on its assets and (iii) satisfy its tax reporting and other obligations. Moreover, each investor must indemnify the Issuer, the Trustee and other investors for all damages, costs and expenses that result from the failure of the investor to provide information (or from the investor providing incorrect or incomplete information). The indemnification continues even after the investor ceases to be a holder of a Note.

6. It will treat for U.S. federal, state and local income and franchise tax purposes the Subordinated Notes as equity and will take no action inconsistent with such treatment unless required by a change in law occurring after the Closing Date, a closing agreement with an applicable taxing authority or a final judgment of a court of competent jurisdiction; provided, that this shall not prevent a holder from making a protective "qualified electing fund" election with respect to any Class E Note.

7. It understands that the failure to provide the Issuer and the Trustee (and any of their agents) with the properly completed and signed tax certifications (generally, in the case of U.S. federal income tax, an Internal Revenue Service Form W-9 (or applicable successor form) in the case of a person that is a U.S. Tax Person or the appropriate Internal Revenue Service Form W-8 (or applicable successor form) (together with all appropriate attachments) in the case of a person that is not a U.S. Tax Person) may result in withholding from payments in respect of the Notes, including U.S. federal withholding or back-up withholding.

8. (a) It will (i) provide the Issuer, the Trustee and their respective agents with any correct, complete and accurate Holder FATCA Information and will take any other actions that the Issuer, the Trustee or their respective agents deem necessary to comply with FATCA and (ii) update any such information provided in clause (i) promptly upon learning that any such information previously provided has become obsolete or incorrect or is otherwise required. In the event the holder fails to provide such information, take such actions or update such information, (a) the Issuer is authorized to withhold amounts otherwise distributable to the holder if required to do so, and/or as compensation for any cost, loss or liability suffered as a result of such failure and (b) the Issuer will have the right to compel the holder to sell its Notes or, if such holder does not sell its Notes within 10 business days after notice from the Issuer, to sell such Notes in the same manner as if such holder were a Non-Permitted Holder, and to remit the net proceeds of such sale (taking into account any taxes incurred in connection with such sale) to the holder as payment in full for such Notes. Each such holder agrees, or by acquiring this Note or an interest in this Note will be deemed to agree, that the Issuer may provide such information and any other information regarding its investment in the Notes to the U.S. Internal Revenue Service, the Comptroller of Taxes in Jersey or other relevant governmental authority.

[(b) It agrees (A) to comply with the Holder AML Obligations and to obtain and provide the Issuer or its agents with such information and documentation that may be required for the Issuer to achieve AML Compliance and shall update or replace such information or documentation, as may be necessary, (B) that the Issuer or its agents or representatives may (1) provide such information and documentation and any other information concerning its investment in its Notes to the Jersey Financial Services Commission, and (2) take such other steps as they deem necessary or helpful to

achieve AML Compliance, and (C) that if it fails for any reason to comply with its Holder AML Obligations or otherwise is or becomes a Non-Permitted AML Holder, the Issuer will have the right to (1) compel it to sell its interest in such Notes, (2) sell such interest on its behalf in accordance with the procedures specified in the Indenture and/or (3) assign to such Notes a separate CUSIP or CUSIPs and, in the case of this sub-clause (3), direct the Trustee or other Paying Agent to deposit payments on such Notes into a separate account maintained at the Trustee for the benefit of the Issuer, which amounts will be either (x) released to the Holder of such Notes at such time that the Issuer determines that the Holder of such Notes complies with its Holder AML Obligations and is not otherwise a Non-Permitted AML Holder or (y) released to pay costs related to such noncompliance, provided that any amounts remaining in an such account will be released to the applicable Holder (a) on the date of final payment for the applicable Class (or as soon as reasonably practical thereafter) or (b) at the request of the applicable Holder or beneficial owner on any Business Day after such Holder or beneficial owner has certified to the Issuer and the Trustee that it no longer holds an interest in any Notes. Any amounts deposited into a separate account in respect of Notes held by a Non-Permitted AML Holder will be treated for all purposes under the Indenture as if such amounts had been paid directly to the Holder of such Notes. It agrees to indemnify the Issuer and the Trustee for all damages, costs and expenses that result from its failure to comply with its Holder AML Obligations. This indemnification will continue even after it ceases to have an ownership interest in such Notes. It shall reasonably cooperate with the Issuer to effect the foregoing and, by acceptance of its Note, agrees to the requirements of this section.][23]

9. If it is not a "United States person" (as defined in section 7701(a)(30) of the Code), it represents that (i) either (A) it is not a (x) bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business (within the meaning of section 881(c)(3)(A) of the Code), (y) "10 percent shareholder" described in Section 881(c)(3)(B) of the Code or (z) "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, (B) it has provided an Internal Revenue Service Form W-8BEN or W-8BEN-E representing that it is a person that is eligible for benefits under an income tax treaty with the United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States, or (C) it has provided an Internal Revenue Service Form W-8ECI representing that all payments received or to be received by it on the Notes or any interest therein are effectively connected with the conduct of a trade or business in the United States, and (ii) it is not purchasing this Note or any interest therein in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of Treasury regulations section 1.881-3.

10. To the extent that it owns 50% or more of the Subordinated Notes (or Class E Notes (with respect to any period during which any such Notes are treated as equity interests in the Issuer for U.S. federal income tax purposes)) or is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5 or any successor provision), such Transferee covenants that it will (i) confirm that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-1 or any successor provision, and (ii) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-1 or any successor provision, in each case except to the extent that the Issuer or its agents have provided such Transferee with an express waiver of this provision.

11. It will not treat any income with respect to its Subordinated Notes as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.

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[23] Include for Certificated Notes and Uncertificated Notes only.

12. It will indemnify the Issuer, the Trustee, and their respective agents from any and all damages, cost and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the failure by such holder to comply with FATCA or its obligations under a Note. The indemnification will continue with respect to any period during which the holder held a Note (and any interest therein), notwithstanding the holder ceasing to be a holder of the Note.

13. It agrees and acknowledges that the Issuer has the right, under the Indenture, to compel any Holder or beneficial owner of Specified Securities to sell and transfer its interest in such Specified Securities in the manner, under the conditions and with the effect provided in the Indenture in the event that such Holder or beneficial owner is a Non-Permitted Holder, a Non-Permitted AML Holder or a Non-Permitted ERISA Holder. In addition to the rights of the Issuer described above, any acquisition of Specified Securities by a Non-Permitted Holder a Non-Permitted AML Holder or by a Non-Permitted ERISA Holder shall be void *ab initio*.

14. It agrees that it shall not institute against, or join any other Person in instituting against, the Issuer, the Co-Issuer or any Issuer Subsidiary, any bankruptcy, reorganization, arrangement, insolvency, winding-up, moratorium or liquidation proceedings or other proceedings under Jersey, U.S. federal or state bankruptcy laws or any other similar laws until at least one year (or, if longer, the applicable preference period then in effect) and one day after payment in full of the Notes.

15. To the extent required by the Issuer, as determined by the Issuer or the Collateral Manager on behalf of the Issuer, the Issuer may, upon notice to the Trustee, impose additional transfer restrictions on the Specified Securities to comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and other similar laws or regulations, including, without limitation, requiring each transferee of Specified Securities to make representations to the Issuer in connection with such compliance.

16. It understands that the Co-Issuers, the Trustee, the Initial Purchaser and their respective affiliates and counsel will rely upon the accuracy and truth of the foregoing representations, and it hereby consents to such reliance.

17. It understands that an investment in the Specified Securities involves certain risks, including the risk of loss of all or a substantial part of its investment. Due to the structure of the transaction, the Specified Securities (together with the remainder of the Subordinated Notes) will rank behind all creditors (secured or unsecured and whether known or unknown) of the Issuer, including without limitation, the holders of the Secured Notes and any hedge agreement counterparties. It has had access to such financial and other information concerning the Transaction Parties, the Subordinated Notes, the initial portfolio of Collateral Obligations and the Assets as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Specified Securities, including an opportunity to ask questions of and request information from each Transaction Party.

18. It will not, at any time, offer to buy or offer to sell the Specified Securities by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

19. It is aware that, except as otherwise provided in the Indenture, any Specified Securities being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Subordinated Notes and that the beneficial interests therein may be held only through DTC for the respective accounts of Euroclear or Clearstream.

20. It is not a member of the public in Jersey.

21. It agrees to be bound by the provisions of the Indenture described in the Offering Circular, including requirements regarding indemnification of the Trustee by holders directing the Trustee to take

certain actions, requirements in respect of supplemental indentures and redemptions, voting requirements and subordination provisions of the Indenture.

22. It understands and agrees that the Notes are limited recourse obligations of the Issuer (and the Co-Issuer, as applicable) from time to time and at any time payable solely from the proceeds of the Assets available at such time and following realization of the Assets, and all application of the proceeds thereof in accordance with the Indenture, all obligations of and any claims against the Issuer (and the Co-Issuer, as applicable) thereunder or in connection therewith shall be extinguished and shall not thereafter revive.

23. It agrees to be subject to the Bankruptcy Subordination Agreement.

24. To the best of the Transferee's knowledge, none of: (a) the Transferee; (b) any Person controlling or controlled by the Transferee; (c) if the Transferee is a privately held entity, any Person having a beneficial interest in the Transferee; (d) any Person having a beneficial interest in the Specified Securities; or (e) any Person for whom the Transferee is acting as agent or nominee in connection with this investment in the Specified Securities is a person with whom dealings are restricted or prohibited under any law relating to economic sanctions or anti-money laundering of the United States, the European Union, the UK, Switzerland or any other applicable jurisdiction, and its purchase of the applicable Specified Securities will not result in the violation of any such law by any Transaction Party, whether as a result of the identity of it or its beneficial owners, their source of funds or otherwise.

25. Any funds to be used by the Transferee to purchase the Specified Securities shall not directly or indirectly be derived from activities that may contravene applicable laws and regulations, including anti-money laundering laws and regulations.

26. If the Transferee is not a natural person, it has the power and authority to sign this representation letter and each other document required to be executed and delivered by or on behalf of it in connection with this purchase or transfer of Specified Securities, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and the person signing this representation letter on behalf of it has been duly authorized to execute and deliver this representation letter and each other document required to be executed and delivered by it in connection with this subscription for the Specified Securities. If it is a natural person, it has all requisite legal capacity to acquire and hold the Specified Securities and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by it in connection with this subscription for Specified Securities. If the Transferee is a natural person who is married, the Transferee's spouse by his/her signature below hereby confirms to the addressees herein that (a) such spouse is aware of the provisions of this letter and (b) any interest that such spouse may have or be deemed to have in the Specified Securities to be acquired by the Transferee will be subject to this letter. Such execution, delivery and compliance by it does not conflict with, or constitute a default under, any instruments governing it, any applicable law, regulation or order, or any material agreement to which it is a party or by which it is bound. This representation letter has been duly executed by it and constitutes a valid and legally binding agreement of it, enforceable against it in accordance with its terms.

27. Except as otherwise provided herein, this letter shall be binding upon and inure to the benefit of the parties and their successors, heirs, executors, legal representatives and transferees. The Transferee's purchase of the Specified Securities does not violate any provision of law applicable to it. Such execution, delivery and compliance by it does not conflict with, or constitute a default under, any instruments governing it, any applicable law, regulation or order, or any material agreement to which it is a party or by which it is bound.

28. The Transferee acknowledges that each representation, warranty or agreement of the Transferee contained herein, including the ERISA Certificate, or in any other document provided by the Transferee will be relied upon by the Issuer, the Co-Issuer, the Initial Purchaser, the Collateral Manager, the Trustee, the Note Registrar and counsel of any of the foregoing for the purpose of

determining, among other things, the eligibility of the Transferee to purchase the Specified Securities, and hereby consents to such reliance. The Transferee agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Transferee to purchase the Specified Securities. The Transferee agrees to indemnify and hold harmless the Issuer, the Co-Issuer, the Initial Purchaser, the Collateral Manager, the Trustee, the Note Registrar and each of their respective affiliates from and against any cost, loss, damage or liability to the extent due to or arising out of a breach of any representation, warranty or agreement of the Transferee contained in this letter agreement, including the ERISA Certificate, or in any other document provided by the Transferee to such parties in connection with the Transferee's investment in the Specified Securities. Notwithstanding any provision hereof, the Transferee does not waive any rights granted to it under applicable securities laws.

29. This letter shall be governed by, and construed in accordance with, the laws of the State of New York. The Transferee hereby irrevocably submits to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof in any action or proceeding arising out of or relating to this representation letter, and the Transferee hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Transferee hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Transferee irrevocably consents to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process to it at the Transferee's address referred to in the Transferee signature page. The Transferee agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

30. THE TRANSFEREE IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS REPRESENTATION LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

31. [The Transferee acknowledges that it has received and reviewed the preliminary Offering Circular, and it understands and agrees that, prior to the Closing Date, the Transferee will be provided with the final Offering Circular. The Transferee has had an adequate opportunity to review the preliminary Offering Circular, and the Transferee will have received, and will have had an adequate opportunity to review the contents of, the final Offering Circular prior to the funding of this subscription, and such funding by the Transferee shall be deemed to be confirmation by the Transferee that it has received, reviewed and approved of the final Offering Circular.

32. On the Closing Date (and in reliance upon the representations, warranties and agreements of the Transferee contained herein), the Initial Purchaser shall (i) cause the Issuer to provide that the Subordinated Notes in the Aggregate Outstanding Amount(s) equal to the amount(s) set forth on the signature page hereof shall be registered in the Transferee's (or, in the case of Global Notes, its participant's) name in the Note Register to be maintained by the Note Registrar pursuant to the Indenture and (ii) deliver to the Transferee the Specified Securities, but only against delivery by the Transferee of the amount of the Transferee's purchase price hereunder by wire transfer on the Closing Date to an account to be designated by the Initial Purchaser. If the Transferee's purchase is rejected in whole or in part, the amount rejected shall be returned promptly by wire transfer to an account designated by the Transferee.

33. The Transferee may not assign its commitment under this letter without the prior written consent of the Issuer and the Initial Purchaser. The Transferee irrevocably authorizes the Initial Purchaser and its Affiliates to produce this letter and any related documentation to any interested party in any administrative or legal proceeding or official inquiry with respect to the matter set forth therein.][24]

[24] Applicable to purchasers on the Closing Date only.

34. The Transferee acknowledges receipt of the Issuer's privacy notice set out in the Offering Circular (the "**Privacy Notice**"). The Transferee shall promptly provide the Privacy Notice to (i) each individual whose personal data the Transferee has provided or will provide to the Issuer or any of its delegates in connection with the Transferee's investment in the Notes (such as directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Transferee as may be requested by the Issuer or any of its delegates. The Transferee shall also promptly provide to any such individual, on request by the Issuer or any of its delegates, any updated versions of the Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Issuer or any of its delegates has directly or indirectly provided that individual's personal data.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this representation letter on the date set forth below.

Subordinated Notes	
Aggregate Outstanding Amount purchased (leave blank if none):	_____
Form	Regulation S Global Subordinated Note ___ Rule 144A Global Subordinated Note ___ Certificated Subordinated Note ___ Uncertificated Subordinated Note ___

Date: _____

_____

_ (Name of Investor/Transferee)

_____

_ By:
(Signature)

_____

_ (Print Name and Title)

ANNEX A-2

FORM OF ERISA CERTIFICATE

The purpose of this ERISA Certificate (this "**Certificate**") is, among other things, to (i) endeavor to ensure that less than 25% of the total value of each Class of ERISA Restricted Notes (as defined in the Indenture, dated on or about [ ] (the "**Indenture**"), among the Issuer, Venture 46 CLO, LLC, and State Street Bank and Trust Company, as Trustee), issued by Venture 46 CLO, Limited (the "**Issuer**") is held by (a) an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (b) a plan that is subject to section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**") or (c) an entity whose underlying assets include "plan assets" by reason of any such employee benefit plan's or plan's investment in the entity (collectively, "**Benefit Plan Investors**"), (ii) obtain from you certain representations and agreements and (iii) provide you with certain related information with respect to your acquisition, holding or disposition of ERISA Restricted Notes. **By signing this Certificate, you agree to be bound by its terms**.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalized terms not defined in this Certificate shall have the meanings ascribed to them in the Indenture.

Please review the information in this Certificate and check the box(es) that are applicable to you.

If a box is not checked, you are representing and agreeing that the applicable Section does not, and will not, apply to you. The items with no spaces provided apply to all investors.

1. ☐ **Employee Benefit Plans Subject to ERISA or Section 4975 of the Code.** We, or the entity on whose behalf we are acting, are an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA or a "plan" within the meaning of section 4975(e)(1) of the Code that is subject to section 4975 of the Code.

   Examples: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or "IRAs" and "Keogh" plans and (iv) certain tax-qualified educational and savings trusts.

2. ☐ **Entity Holding Plan Assets.** We, or the entity on whose behalf we are acting, are an entity or fund whose underlying assets include "plan assets" by reason of a Benefit Plan Investor's investment in such entity.

   Examples: (i) an insurance company separate account, (ii) a bank collective trust fund and (iii) a hedge fund or other private investment vehicle where 25% or more of the total value of any class of its equity is held by Benefit Plan Investors.

   If you check Box 2, please indicate the maximum percentage of the entity or fund that will constitute "plan assets" for purposes of Title I of ERISA or section 4975 of the Code: _____%. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100% IN THE BLANK SPACE.

   ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any question regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

3. ☐ **Insurance Company General Account.** We, or the entity on whose behalf we are acting, are an insurance company purchasing the ERISA Restricted Notes with funds from our or their general account (*i.e.*, the insurance company's corporate investment portfolio), whose assets, in whole or in part, constitute "plan assets" for purposes of 29 C.F.R. 2510.3-101 as modified by Section 3(42) of ERISA (the "**Plan Asset Regulations**").

   If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute "plan assets" for purposes of conducting the 25% test under the Plan Asset Regulations: _____%. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100% IN THE BLANK SPACE.

4. ☐ **None of Sections (1) Through (3) Above Apply.** We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections (1) through (3) above. If, after the date hereof, any of the categories described in Sections (1) through (3) above would apply, we will promptly notify the Issuer and the Trustee of such change.

5. **No Prohibited Transaction.** If we checked any of the boxes in Sections (1) through (3) above, we represent, warrant and agree that our acquisition, holding and disposition of the ERISA Restricted Notes or interest therein do not and will not constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA or section 4975 of the Code.

6. **Not Subject to Similar Law and No Violation of Other Plan Law.** If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer and the Collateral Manager (or other persons responsible for the investment and operation of the Issuer's assets) to laws or regulations that are similar to the prohibited transaction provisions of Section 406 of ERISA or section 4975 of the Code, and (b) our acquisition, holding and disposition of the ERISA Restricted Notes do not and will not constitute or give rise to a violation of any law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or section 4975 of the Code.

7. ☐ **Controlling Person.** We are, or we are acting on behalf of any of any of: (i) the Trustee, (ii) the Collateral Manager, (iii) any person that has discretionary authority or control with respect to the assets of the Issuer, (iv) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (v) any "affiliate" of any of the above persons. "Affiliate" shall have the meaning set forth in the Plan Asset Regulations. Any of the persons described in the first sentence of this Section 7 is referred to in this Certificate as a "Controlling Person."

   Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25% of the total value of each Class of ERISA Restricted Notes, the value of any ERISA Restricted Notes held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

8. **Compelled Disposition.** We acknowledge and agree that:

   (1) if any representation that we made hereunder is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25% Limitation (in any such case we become a Non-Permitted ERISA Holder), the Issuer (or the Collateral Manager on behalf of the Issuer) shall, promptly after such discovery (or upon notice from the Trustee (if a Bank Officer obtains actual knowledge) or either of the Co-Issuers if either of them makes the discovery (who, in each case, agree to notify the Issuer of such discovery, if any)), send notice to us demanding that we transfer our interest to a Person that is not a Non-Permitted ERISA Holder within 10 days after the date of such notice;

   (2) if we fail to transfer our ERISA Restricted Notes, the Issuer shall have the right, without further notice to us, to sell our ERISA Restricted Notes or our interest in such ERISA Restricted Notes, to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose;

   (3) the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;

   (4) by our acceptance of an interest in ERISA Restricted Notes, we agree to cooperate with the Issuer, the Collateral Manager and the Trustee to effect such transfers;

   (5) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and

(6) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and none of the Issuer, the Co-Issuer, the Trustee, the Note Registrar or the Collateral Manager shall be liable to us as a result of any such sale or the exercise of such discretion.

9. **Required Notification and Agreement**. We hereby agree that we (a) will inform the Trustee of any proposed transfer by us of all or a specified portion of ERISA Restricted Notes and (b) will not initiate any such transfer after we have been informed by the Issuer or the Transfer Agent in writing that such transfer would cause the 25% Limitation to be exceeded. We hereby agree and acknowledge that after the Trustee effects any permitted transfer of ERISA Restricted Notes owned by us to a Benefit Plan Investor or a Controlling Person or receives notice of any such permitted change of status, the Trustee shall include such ERISA Restricted Notes in future calculations of the 25% Limitation made pursuant hereto unless subsequently notified that such ERISA Restricted Notes (or such portion), as applicable, would no longer be deemed to be held by Benefit Plan Investors or Controlling Persons.

10. **Continuing Representation; Reliance.** We acknowledge and agree that the representations and warranties contained in this Certificate shall be deemed made on each day from the date we make such representations and warranties through and including the date on which we dispose of our interests in the ERISA Restricted Notes. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer and the Trustee to determine that Benefit Plan Investors own or hold less than 25% of the total value of each Class of ERISA Restricted Notes at any time.

11. **Further Acknowledgement and Agreement.** We acknowledge and agree that (i) all of the assurances, representations and warranties contained in this Certificate are for the benefit of the Issuer, the Trustee, Jefferies and the Collateral Manager as third party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, Jefferies, the Collateral Manager, affiliates of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above and (iii) any acquisition or transfer of ERISA Restricted Notes by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.

12. **Future Transfer Requirements.**

Transferee Letter and its Delivery. We acknowledge and agree that we may not transfer any ERISA Restricted Notes to a Benefit Plan Investor or Controlling Person unless the Issuer and the Trustee have received a certificate substantially in the form of this Certificate and such transferee takes delivery of such ERISA Restricted Notes in the form of a Certificated Note or Uncertificated Note, as applicable. Any attempt to transfer in violation of this section will be null and void from the beginning, and of no legal effect.

Note: Unless you are notified otherwise, the name and address of the Issuer and the Trustee are as follows:

Trustee

State Street Bank and Trust Company
1 Heritage Drive – Mail Stop: OHD0100
North Quincy, Massachusetts, 02171
Attention: Transfer Agent
Ref: Venture 46 CLO, Limited

Issuer

Venture 46 CLO, Limited
c/o Maples Fiduciary Services (Jersey) Limited
Sir Walter Raleigh House, 2nd Floor
48-50 Esplanade
St. Helier, JE2 3QB, Jersey
Attention: The Directors

Telephone No.: +440 1534 671 300
Facsimile No.: +440 1534 671 301
Email: MF-Jersey@maples.com
With a copy to: cayman@maples.com

With a copy to:

MJX Venture Management II LLC
12 East 49th Street, 38th Floor
New York, NY 10017
Facsimile No.: (212) 705-5390

[*In connection with the original offering:*
Jefferies LLC
520 Madison Avenue
New York, New York 10022
Attn: Global CDO Trading]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the date set forth below.

This Certificate relates to U.S.$_____ of [Class E Notes] [Subordinated Notes].

Dated: _____

_____
(Print Name of Entity)

By:_____
(Signature)
Title:

ANNEX A-3

FORM OF PURCHASER REPRESENTATION LETTER FOR CERTIFICATED SECURED NOTES OR UNCERTIFICATED SECURED NOTES

[DATE]

State Street Bank and Trust Company
1 Heritage Drive – Mail Stop: OHD0100
North Quincy, Massachusetts, 02171
Attention: Transfer Agent
Ref: Venture 46 CLO, Limited

Re: Venture 46 CLO, Limited (the "**Issuer**") and Venture 46 CLO, LLC (the "**Co-Issuer**" and, together with the Issuer, the "**Co-Issuers**")

Reference is hereby made to the Indenture, dated as of [ ], among the Issuer, the Co-Issuer, and State Street Bank and Trust Company, as Trustee (the "**Indenture**"). Capitalized terms not defined in this certificate shall have the meanings ascribed to them in the final Offering Circular of the Issuer or the Indenture.

(**complete as appropriate**):

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class X Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class A-1N Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class A-1F Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class A-2N Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class A-2F Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class BN Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class BF Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class C Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class D1 Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class D2 Notes;

This letter relates to U.S.$_____ Aggregate Outstanding Amount of Class E Notes;

[to be] issued under the Indenture (the "**Specified Securities**") which are being acquired by _____ (the "**Transferee**").

The Transferee hereby commits to acquire the Specified Securities in the form of (**check one**):

____ Certificated Secured Notes

____ Uncertificated Secured Notes

In connection with such request, and in respect of such Specified Securities, the Transferee does hereby acknowledge that the certifications it is providing herein are intended to ensure that the Specified Securities are being transferred (i) in accordance with the transfer restrictions set forth in the Indenture and (ii) pursuant to an exemption from registration under the United States Securities Act of 1933, as amended (the "**Securities Act**") and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In addition, the Transferee hereby represents, warrants and covenants for the benefit of the Co-Issuers or the Issuer, as applicable, and their counsel that it is:

(a) (PLEASE CHECK ONLY ONE)

____ a "qualified institutional buyer" ("**QIB**") as defined in Rule 144A ("**Rule 144A**") under the Securities Act who is also a "qualified purchaser" (a "**Qualified Purchaser**") as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "**Investment Company Act**") or a corporation, partnership, limited liability company or other entity (other than a trust, except as otherwise agreed to by the Issuer) each shareholder, partner, member or other equity owner of which is a Qualified Purchaser; or

____ not a U.S. person (a "**U.S. person**") as defined in Regulation S under the Securities Act ("**Regulation S**") and is acquiring the Specified Securities for its own account or for one or more accounts, each holder of which is not a U.S. person, in an "offshore transaction" as defined in Regulation S (an "**Offshore Transaction**") in reliance on the exemption from registration pursuant to Regulation S.

(b) It is acquiring the Specified Securities for its own account (and not for the account of any other Person) in a Minimum Denomination of U.S.$100,000 and in integral multiples of U.S.$1.00 in excess thereof.

The Transferee further represents, warrants and agrees as follows:

1. It understands that the Specified Securities are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, have not been and will not be registered under the Securities Act, and, if in the future it decides to offer, resell, pledge or otherwise transfer the Specified Securities, such Specified Securities may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Indenture and the legends on such Specified Securities, including the requirement for written certifications (if applicable). In particular, it understands that the Specified Securities may only be transferred to, and it will only transfer the Specified Securities to, a Person that is either (i)(I)(a) a Qualified Purchaser or (b) a corporation, partnership, limited liability company or other entity (other than a trust, except as otherwise agreed to by the Issuer) each shareholder, partner, member or other equity owner of which is a Qualified Purchaser and in the case of (a) and (b) above that is (II) a QIB who purchases such Specified Securities in reliance on the exemption from Securities Act registration provided by Rule 144A that is neither a dealer described in paragraph (a)(1)(ii) of Rule 144A which owns and invests on a discretionary basis less than U.S.$25 million in securities of issuers that are not affiliated persons of the dealer, nor a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan or (ii) a Person that is not a U.S. person, and is acquiring the Specified Securities in an Offshore Transaction in reliance on the exemption from registration under the Securities Act provided by Regulation S. It acknowledges that no representation is made as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Specified Securities. It acknowledges that neither of the Co-Issuers has been registered under the Investment Company Act, and that the Co-Issuers are exempt from registration as such by virtue of Section 3(c)(7) of the Investment Company Act.

2. In connection with its purchase of the Specified Securities: (i) none of the Co-Issuers, Jefferies, the Collateral Manager, the Service Provider, the Retention Holder, the Trustee, the Collateral Administrator, the Note Registrar or the Administrator (the "**Transaction Parties**") or any of their respective Affiliates is acting as a fiduciary or financial or investment advisor for it; (ii) it is not relying, and will not rely, (for purposes of making any investment decision or otherwise) upon any written or oral advice, counsel or representations of the Transaction Parties or any of their respective Affiliates, other than any statements in the final Offering Circular with respect to such Specified Securities; (iii) it has read and understands the final Offering Circular for the Notes (including, without limitation, the descriptions therein of the structure of the transaction in which the Notes are being issued and the risks to purchasers of the Specified Securities); (iv) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and has made its own investment decisions (including decisions regarding the suitability

of any transaction pursuant to the Indenture) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Transaction Parties or any of their respective Affiliates; (v) it is a sophisticated investor and is purchasing the Specified Securities with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks; (vi) it is acquiring its interest in such Specified Securities as principal solely for its own account for investment and not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (vii) it was not formed for the purpose of investing in such Specified Securities; (viii) it understands that the Issuer may receive a list of participants holding interests in the Specified Securities from one or more book entry depositories; (ix) it will hold and transfer at least the Minimum Denomination of such Specified Securities; (x) if it is not a "United States person" (as defined in section 7701(a)(30) of the Code), it is not acquiring any Specified Securities as part of a plan to reduce, avoid or evade U.S. federal income tax under Treasury regulations section 1.881-3; (xi) it understands that none of the Transaction Parties or any of their respective affiliates has given it (directly or indirectly through any other Person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of the Specified Securities or of the Indenture; (xii) it has determined that the rates, prices or amounts and other terms of the purchase and sale of the Specified Securities reflect those in the relevant market for similar transactions; (xiii) it is not a (x) partnership, (y) common trust fund or (z) special trust, pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants may designate the particular investments to be made; and (xiv) it agrees that it will not hold any Specified Securities for the benefit of any other Person, that it will at all times be the sole beneficial owner of the Specified Securities for purposes of the Investment Company Act and all other purposes and that it will not sell participation interests in the Specified Securities or enter into any other arrangement pursuant to which any other Person will be entitled to a beneficial interest in the distributions on the Specified Securities.

3. It will provide notice to each Person to whom it proposes to transfer any interest in the Specified Securities of the transfer restrictions and representations set forth in Article 2 of the Indenture, including the exhibits referenced therein.

4. [It represents, warrants and agrees that (a) if it is, or is acting on behalf of, a Benefit Plan Investor, as defined in Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), its acquisition, holding and disposition of such Specified Securities does not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and (b) if it is a governmental, church, non-U.S. or other plan, its acquisition, holding and subsequent disposition of the Specified Securities or an interest therein will not constitute or result in a violation of any federal, state, local or non-U.S. laws or regulations that are substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or section 4975 of the Code ("**Other Plan Law**").][25]

[It acknowledges and agrees that all of the assurances given by it in the certificate required by the Indenture (the "**ERISA Certificate**") as to its status under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), are correct and are for the benefit of the Issuer, the Trustee, Jefferies and the Collateral Manager. It agrees and acknowledges that neither the Issuer nor the Trustee will recognize any transfer of the Specified Securities if such transfer may result in 25% or more of the total value of the Specified Securities thereof being held by Benefit Plan Investors, as defined in Section 3(42) of ERISA (the "**25% Limitation**"). For purposes of applying the 25% Limitation, the value of any equity interests held by a Person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the Issuer or any Person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of any such Person (each, a "**Controlling Person**"), is disregarded. An "**affiliate**" of a Person includes any Person, directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with the Person, and "**control**" with respect to a Person other than an individual means the power to exercise a controlling influence over the management or policies of such Person. It further agrees and acknowledges

[25]Insert in the case of Class X Notes, Class A Notes, Class B Notes, Class C Notes and Class D Notes.

that the Issuer has the right, under the Indenture, to compel any Holder or beneficial owner of Specified Securities who has made or has been deemed to make a prohibited transaction, Benefit Plan Investor or Controlling Person representation or a governmental, church, non-U.S. or other plan representation that is subsequently shown to be false or misleading or whose ownership otherwise causes a violation of the 25% Limitation to sell its interest in the Specified Securities, or may sell such interest on behalf of such owner.

It agrees that the representations set forth in the ERISA Certificate are true and correct and that a duly completed copy of such ERISA Certificate has been provided to the Trustee, the Issuer and the Collateral Manager contemporaneous with the execution of this representation letter.

It agrees to indemnify and hold harmless the Issuer, the Trustee, Jefferies and the Collateral Manager and their respective Affiliates from any cost, damage, or loss incurred by them as a result of these representations or the representations and warranties in the ERISA Certificate being or being deemed to be untrue.][26]

It understands that the Issuer has the right under the Indenture to compel any Non-Permitted Holder, Non-Permitted AML Holder or Non-Permitted ERISA Holder to sell its interest in such Specified Securities, or may sell such interest in such Specified Securities on behalf of such Non-Permitted Holder, Non-Permitted AML Holder or Non-Permitted ERISA Holder.

5. It is (x) _____ (check if applicable) a "United States person" (as defined in section 7701(a)(30) of the Code), and a properly completed and signed Internal Revenue Service Form W-9 (or applicable successor form) is attached hereto or (y) _____ (check if applicable) not a "United States person" (as defined in section 7701(a)(30) of the Code), and a properly completed and signed applicable Internal Revenue Service Form W-8 (or applicable successor form) (together with all appropriate attachments) is attached hereto. It understands and acknowledges that failure to provide the Issuer, the Trustee or any Paying Agent with the properly completed and signed applicable tax certifications may result in withholding or back-up withholding from payments to it in respect of the Specified Securities.

6. It will treat for U.S. federal, state and local income and franchise tax purposes the Secured Notes as debt and will take no action inconsistent with such treatment unless otherwise required by a change in applicable law after the Closing Date, a closing agreement with a relevant taxing authority or a final judgment of a court of competent jurisdiction, *provided* that this shall not prevent a holder of the Class E Notes from making a protective "qualified electing fund" election and filing protective information returns with respect to any Class E Note.

7. It understands that the failure to provide the Issuer and the Trustee (and any of their agents) with the properly completed and signed tax certifications (generally, in the case of U.S. federal income tax, an Internal Revenue Service Form W-9 (or applicable successor form) in the case of a person that is a U.S. Tax Person or the appropriate Internal Revenue Service Form W-8 (or applicable successor form) (together with all appropriate attachments) in the case of a person that is not a U.S. Tax Person) may result in withholding from payments in respect of the Notes, including U.S. federal withholding or back-up withholding.

8. It will (i) provide the Issuer, the Trustee and their respective agents with any correct, complete and accurate Holder FATCA Information and will take any other actions that the Issuer, the Trustee or their respective agents deem necessary to comply with FATCA and (ii) update any such information provided in clause (i) promptly upon learning that any such information previously provided has become obsolete or incorrect or is otherwise required. In the event the Transferee fails to provide such information, take such actions or update such information, (A) the Issuer is authorized to withhold amounts otherwise distributable to the Transferee if required to do so, and/or as compensation for any cost, loss or liability suffered as a result of such failure and (B) the Issuer will have the right to compel the Transferee to sell its Notes or, if such Transferee does not sell its Notes within 10 business days after notice from the Issuer, to sell such Notes in the same manner as if such Transferee were a Non-Permitted Holder, and to remit the net proceeds of such sale (taking into account any taxes incurred in connection with such sale) to the Transferee as payment in full for such Notes. Each such Transferee agrees, or by acquiring this Note or an interest in this Note will be

[26]Insert in the case of Class E Notes.

deemed to agree, that the Issuer may provide such information and any other information regarding its investment in the Notes to the U.S. Internal Revenue Service, the Comptroller of Taxes in Jersey or other relevant governmental authority.

9. If it is not a "United States person" (as defined in section 7701(a)(30) of the Code), it represents that (i) either (A) it is not a (x) bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business (within the meaning of section 881(c)(3)(A) of the Code), (y) "10 percent shareholder" described in Section 881(c)(3)(B) of the Code or (z) "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, (B) it has provided an Internal Revenue Service Form W-8BEN or W-8BEN-E representing that it is a person that is eligible for benefits under an income tax treaty with the United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States, or (C) it has provided an Internal Revenue Service Form W-8ECI representing that all payments received or to be received by it on the Notes or any interest therein are effectively connected with the conduct of a trade or business in the United States, and (ii) it is not purchasing this Note or any interest therein with the purpose of avoiding any person's U.S. federal income tax liability.

10. With respect to any period during which the Class E Notes held by Transferee are treated as equity interests in the Issuer for U.S. federal income tax purposes and to the extent that Transferee, its beneficial owner, and/or any direct or indirect owner of the foregoing is treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i) or any successor provision), such Transferee covenants that it will (i) cause any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder to be a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e) or any successor provision, and (ii) promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not a "participating FFI," a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e) or any successor provision, in each case except to the extent that the Issuer or its agents have provided such Transferee or owner with an express waiver of this provision.

11. Such Transferee acknowledges receipt of the Issuer's privacy notice set out in the Offering Circular (the "**Privacy Notice**"). The Transferee shall promptly provide the Privacy Notice to (i) each individual whose personal data the Transferee has provided or will provide to the Issuer or any of its delegates in connection with the Transferee's investment in the Notes (such as directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Transferee as may be requested by the Issuer or any of its delegates. The Transferee shall also promptly provide to any such individual, on request by the Issuer or any of its delegates, any updated versions of the Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Issuer or any of its delegates has directly or indirectly provided that individual's personal data.

12. It will indemnify the Issuer, the Trustee, and their respective agents from any and all damages, cost and expenses (including any amount of taxes, fees, interest, additions to tax, or penalties) resulting from the failure by it to comply with FATCA or its obligations under a Note. The indemnification will continue with respect to any period during which the Transferee held a Note (and any interest therein), notwithstanding the Transferee ceasing to be a holder of the Note

13. (a) It agrees and acknowledges that the Issuer has the right, under the Indenture, to compel any Holder or beneficial owner of Specified Securities to sell and transfer its interest in such Specified Securities in the manner, under the conditions and with the effect provided in the Indenture in the event that such Holder or beneficial owner is a Non-Permitted Holder, a Non-Permitted AML Holder or a Non-Permitted ERISA Holder. In addition to the rights of the Issuer described above, any acquisition of Specified Securities by a Non-Permitted Holder, a Non-Permitted AML Holder or by a Non-Permitted ERISA Holder shall be void *ab initio*.

(b) It agrees (A) to comply with the Holder AML Obligations and to obtain and provide the Issuer or its agents with such information and documentation that may be required for the Issuer to achieve AML Compliance and shall update or replace such information or documentation, as may be necessary, (B) that the Issuer or its agents or representatives may (1) provide such information and documentation and any other information concerning its investment in such Notes to the Jersey Financial Services Commission, and (2) take such other steps as they deem necessary or helpful to achieve AML Compliance, and (C) that if it fails for any reason to comply with its Holder AML Obligations or otherwise is or becomes a Non-Permitted AML Holder, the Issuer will have the right to (1) compel it to sell its interest in such Notes, (2) sell such interest on its behalf in accordance with the procedures specified in the Indenture and/or (3) assign to such Notes a separate CUSIP or CUSIPs and, in the case of this sub-clause (3), direct the Trustee or other Paying Agent to deposit payments on such Notes into a separate account maintained at the Trustee for the benefit of the Issuer, which amounts will be either (x) released to the Holder of such Notes at such time that the Issuer determines that the Holder of such Notes complies with its Holder AML Obligations and is not otherwise a Non-Permitted AML Holder or (y) released to pay costs related to such noncompliance, provided that any amounts remaining in an such account will be released to the applicable Holder (a) on the date of final payment for the applicable Class (or as soon as reasonably practical thereafter) or (b) at the request of the applicable Holder or beneficial owner on any Business Day after such Holder or beneficial owner has certified to the Issuer and the Trustee that it no longer holds an interest in any Notes. Any amounts deposited into a separate account in respect of Notes held by a Non-Permitted AML Holder will be treated for all purposes under the Indenture as if such amounts had been paid directly to the Holder of such Notes. It agrees to indemnify the Issuer and the Trustee for all damages, costs and expenses that result from its failure to comply with its Holder AML Obligations. This indemnification will continue even after it ceases to have an ownership interest in such Notes. It shall reasonably cooperate with the Issuer to effect the foregoing and, by acceptance of its Note, agrees to the requirements of this section.

14. It agrees that it shall not institute against, or join any other Person in instituting against the Issuer, the Co-Issuer or any Issuer Subsidiary, any bankruptcy, reorganization, arrangement, insolvency, winding-up, moratorium or liquidation proceedings or other proceedings under Jersey, U.S. federal or state bankruptcy laws or any other similar laws until at least one year (or, if longer, the applicable preference period then in effect) and one day after payment in full of the Notes.

15. To the extent required by the Issuer, as determined by the Issuer or the Collateral Manager on behalf of the Issuer, the Issuer may, upon notice to the Trustee, impose additional transfer restrictions on the Specified Securities to comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and other similar laws or regulations, including, without limitation, requiring each transferee of Specified Securities to make representations to the Issuer in connection with such compliance.

16. It understands that the Co-Issuers, the Trustee, Jefferies and their respective affiliates and counsel will rely upon the accuracy and truth of the foregoing representations, and it hereby consents to such reliance.

17. It will not, at any time, offer to buy or offer to sell the Specified Securities by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

18. It is aware that, except as otherwise provided in the Indenture, any Specified Securities being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Secured Notes and that the beneficial interests therein may be held only through DTC for the respective accounts of Euroclear or Clearstream.

19. It is not a member of the public in Jersey.

20. It agrees to be bound by the provisions of the Indenture described in the Offering Circular, including requirements regarding indemnification of the Trustee by holders directing the Trustee to take certain actions, requirements in respect of supplemental indentures and redemptions, voting requirements and subordination provisions of the Indenture.

21. It understands and agrees that the Notes are limited recourse obligations of the Issuer (and the Co-Issuer, as applicable) from time to time and at any time payable solely from the proceeds of the Assets available at such time and following realization of the Assets, and all application of the proceeds thereof in accordance with the Indenture, all obligations of and any claims against the Issuer (and the Co-Issuer, as applicable) thereunder or in connection therewith shall be extinguished and shall not thereafter revive.

22. In the case of a Re-Pricing Eligible Class, it irrevocably acknowledges and agrees that the Interest Rate applicable to such Notes may be reduced by a Re-Pricing Amendment as described in the Offering Circular, and that, if it does not affirmatively consent to any such Re-Pricing Amendment by delivery of a Consent and Purchase Request within the time period set forth in, and otherwise in accordance with, the Indenture and as described in the Offering Circular, the Issuer may cause any Notes of any of the Re-Pricing Affected Classes held by it to be sold to an eligible third party on the effective date of the Re-Pricing Amendment for a purchase price equal to what the Redemption Price of such Notes would have been if such date were a Redemption Date.

23. In the case of the Floating Rate Notes, it irrevocably acknowledges and agrees that the base rate used to calculate the Interest Rate applicable to the Floating Rate Notes may be changed from the Benchmark to a Benchmark Replacement as described in the Offering Circular.

24. It agrees to be subject to the Bankruptcy Subordination Agreement.

25. To the best of the Transferee's knowledge, none of: (a) the Transferee; (b) any Person controlling or controlled by the Transferee; (c) if the Transferee is a privately held entity, any Person having a beneficial interest in the Transferee; (d) any Person having a beneficial interest in the Specified Securities; or (e) any Person for whom the Transferee is acting as agent or nominee in connection with this investment in the Specified Securities is a person with whom dealings are restricted or prohibited under any law relating to economic sanctions or anti-money laundering of the United States, the European Union, the UK, Switzerland or any other applicable jurisdiction, and its purchase of the applicable Specified Securities will not result in the violation of any such law by any Transaction Party, whether as a result of the identity of it or its beneficial owners, their source of funds or otherwise.

26. Any funds to be used by the Transferee to purchase the Specified Securities shall not directly or indirectly be derived from activities that may contravene applicable laws and regulations, including anti-money laundering laws and regulations.

27. If the Transferee is not a natural person, it has the power and authority to sign this representation letter and each other document required to be executed and delivered by or on behalf of it in connection with this purchase or transfer of Specified Securities, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and the person signing this representation letter on behalf of it has been duly authorized to execute and deliver this representation letter and each other document required to be executed and delivered by it in connection with this subscription for the Specified Securities. If it is a natural person, it has all requisite legal capacity to acquire and hold the Specified Securities and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by it in connection with this subscription for Specified Securities. If the Transferee is a natural person who is married, the Transferee's spouse by his/her signature below hereby confirms to the addressees herein that (a) such spouse is aware of the provisions of this letter and (b) any interest that such spouse may have or be deemed to have in the Specified Securities to be acquired by the Transferee will be subject to this letter. Such execution, delivery and compliance by it does not conflict with, or constitute a default under, any instruments governing it, any applicable law, regulation or order, or any material agreement to which it is a party or by which it is bound. This representation letter has been duly executed by it and constitutes a valid and legally binding agreement of it, enforceable against it in accordance with its terms.

28. Except as otherwise provided herein, this letter shall be binding upon and inure to the benefit of the parties and their successors, heirs, executors, legal representatives and transferees. The Transferee's purchase of the Specified Securities does not violate any provision of law applicable to it. Such execution, delivery and compliance by it does not conflict with, or constitute a default under, any instruments governing it, any applicable law, regulation or order, or any material agreement to which it is a party or by which it is bound.

29. The Transferee acknowledges that each representation, warranty or agreement of the Transferee contained herein[, including the ERISA Certificate,][27] or in any other document provided by the Transferee will be relied upon by the Issuer, the Co-Issuer, the Initial Purchaser, the Collateral Manager, the Trustee, the Note Registrar and counsel of any of the foregoing for the purpose of determining, among other things, the eligibility of the Transferee to purchase the Specified Securities, and hereby consents to such reliance. The Transferee agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Transferee to purchase the Specified Securities. The Transferee agrees to indemnify and hold harmless the Issuer, the Co-Issuer, the Initial Purchaser, the Collateral Manager, the Trustee, the Note Registrar and each of their respective affiliates from and against any cost, loss, damage or liability to the extent due to or arising out of a breach of any representation, warranty or agreement of the Transferee contained in this letter agreement[, including the ERISA Certificate,][28] or in any other document provided by the Transferee to such parties in connection with the Transferee's investment in the Specified Securities. Notwithstanding any provision hereof, the Transferee does not waive any rights granted to it under applicable securities laws.

30. This letter shall be governed by, and construed in accordance with, the laws of the State of New York. The Transferee hereby irrevocably submits to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof in any action or proceeding arising out of or relating to this representation letter, and the Transferee hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Transferee hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Transferee irrevocably consents to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process to it at the Transferee's address referred to in the Transferee signature page. The Transferee agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. THE TRANSFEREE IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS REPRESENTATION LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

32. [The Transferee acknowledges that it has received and reviewed the preliminary Offering Circular, and it understands and agrees that, prior to the Closing Date, the Transferee will be provided with the final Offering Circular. The Transferee has had an adequate opportunity to review the preliminary Offering Circular, and the Transferee will have received, and will have had an adequate opportunity to review the contents of, the final Offering Circular prior to the funding of this subscription, and such funding by the Transferee shall be deemed to be confirmation by the Transferee that it has received, reviewed and approved of the final Offering Circular.

33. On the Closing Date (and in reliance upon the representations, warranties and agreements of the Transferee contained herein), the Initial Purchaser shall (i) cause the Issuer to provide that the Specified Securities in the Aggregate Outstanding Amount(s) equal to the amount(s) set forth on the first page hereof shall be registered in the Transferee's name in the Note Register to be maintained by the Note Registrar pursuant to the Indenture and (ii) deliver to the Transferee the Specified Securities, but only against delivery by the Transferee of the amount of the Transferee's purchase price hereunder by wire transfer on the Closing Date to an account to be designated by the Initial Purchaser. If the Transferee's purchase is rejected in whole or in part, the amount rejected shall be returned promptly by wire transfer to an account designated by the Transferee.

34. The Transferee may not assign its commitment under this letter without the prior written consent of the Issuer and Jefferies. The Transferee irrevocably authorizes Jefferies and its Affiliates to produce this letter and any

[27] Insert in the case of Class E Notes.

[28] Insert in the case of Class E Notes.

related documentation to any interested party in any administrative or legal proceeding or official inquiry with respect to the matter set forth therein.][29]

[The remainder of this page has been intentionally left blank.]

[29]Applicable to purchasers on the Closing Date only.

IN WITNESS WHEREOF, the undersigned has executed this representation letter on the date set forth below.

Dated:

PARTNERSHIP, CORPORATION, TRUST,
CUSTODIAL ACCOUNT, OTHER ENTITY:

_____
(Print Name of Entity)

By:_____
(Signature)

INDIVIDUAL PURCHASER:

_____
(Print Name)

By:_____
(Signature)
_____
(Print Name of Purchaser's Spouse, if applicable)
_____
(Signature of Purchaser's Spouse, if applicable)

Registered Name (if Nominee): _____
Taxpayer Identification Number: _____

Address for Notices:

Wire Instructions for Payments:
Bank: _____
Address: _____
Bank ABA #: _____ Tel: _____
Account No.: _____ Fax:_____
FAO: _____ Attn.:_____
Attn.:_____

cc: Venture 46 CLO, Limited
c/o Maples Fiduciary Services (Jersey) Limited
Sir Walter Raleigh House, 2nd Floor
48-50 Esplanade
St. Helier, JE2 3QB, Jersey
Attention: The Directors
Telephone No.: +440 1534 671 300
Facsimile No.: +440 1534 671 301
Email: MF-Jersey@maples.com
With a copy to cayman@maples.com

Venture 46 CLO, LLC
c/o Puglisi & Associates
850 Library Avenue, Suite 204
Newark, DE 19711

MJX Venture Management II LLC
12 East 49th Street, 38th Floor
New York, NY 10017
Facsimile No.: (212) 705-5390

[*In connection with the original offering:*
Jefferies LLC
520 Madison Avenue
New York, New York 10022
Attn: Global CDO Trading]

ANNEX B

MOODY'S RATING DEFINITIONS

"**Assigned Moody's Rating**" means the monitored publicly available rating or the estimated rating expressly assigned to a debt obligation (or facility) by Moody's that addresses the full amount of the principal and interest promised.

"**CFR**" means, with respect to an obligor of a Collateral Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; *provided* that, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's corporate family does have a corporate family rating, then the CFR is such corporate family rating.

"**Moody's Default Probability Rating**" means:

1. If the obligor of such Collateral Obligation has a CFR, then such CFR;

2. If not determined pursuant to clause (1) above, if the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

3. If not determined pursuant to clauses (1) or (2) above, if the obligor of such Collateral Obligation has one or more senior secured obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory lower than the Assigned Moody's Rating on any such senior secured obligation as selected by the Collateral Manager in its sole discretion;

4. If not determined pursuant to clauses (1), (2) or (3) above, if a rating estimate has been assigned to such Collateral Obligation by Moody's upon the request of the Issuer, the Collateral Manager or an Affiliate of the Collateral Manager, then the Moody's Default Probability Rating is such rating estimate as long as such rating estimate or a renewal for such rating estimate has been issued or provided by Moody's in each case within the 15 month period preceding the date on which the Moody's Default Probability Rating is being determined; *provided* that, if such rating estimate has been issued or provided by Moody's for a period (x) longer than 12 months but not beyond 15 months, the Moody's Default Probability Rating will be one subcategory lower than such rating estimate and (y) beyond 15 months, the Moody's Default Probability Rating will be deemed to be "Caa3"; *provided* that the Issuer will, on a quarterly basis, notify Moody's of any material documentary change (that is known to the Issuer or the Collateral Manager to have occurred during the related calendar quarter and deemed to be material by the Collateral Manager) with respect to any such Collateral Obligation;

5. If such Collateral Obligation is a DIP Collateral Obligation, the Moody's Derived Rating set forth in clause (1) in the definition thereof;

6. If not determined pursuant to any of clauses (1) through (5) above and at the election of the Collateral Manager, the Moody's Derived Rating; and

7. If not determined pursuant to any of clauses (1) through (6) above, the Collateral Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3."

"**Moody's Derived Rating**" means, with respect to a Collateral Obligation whose Moody's Rating or Moody's Default Probability Rating is determined as the Moody's Derived Rating thereof, the rating as determined in the manner set forth below:

1. With respect to any DIP Collateral Obligation, the Moody's Default Probability Rating of such Collateral Obligation will be the rating which is one subcategory below the facility rating (whether public or private) of such DIP Collateral Obligation.

2. If not determined pursuant to clause (1) above, then by using any one of the methods provided below:

   (A) pursuant to the table below:

Type of Collateral Obligation	S&P Rating (Public and Monitored)	Collateral Obligation Rated by S&P	Number of Subcategories Relative to Moody's Equivalent of S&P Rating
Not Structured Finance Obligation	≧ "BBB-"	Not a Loan or Participation Interest in Loan	-1
Not Structured Finance Obligation	≦ "BB+"	Not a Loan or Participation Interest in Loan	-2
Not Structured Finance Obligation		Loan or Participation Interest in Loan	-2

(B) if such Collateral Obligation is not rated by S&P but another security or obligation of the obligor has a public and monitored rating by S&P (a "**parallel security**"), then the rating of such parallel security will at the election of the Collateral Manager be determined in accordance with the table set forth in subclause (2)(A) above, and the Moody's Derived Rating for purposes of the definitions of Moody's Rating and Moody's Default Probability Rating (as applicable) of such Collateral Obligation will be determined in accordance with the methodology set forth in the following table (for such purposes treating the parallel security as if it were rated by Moody's at the rating determined pursuant to this subclause (2)(B)):

Obligation Category of Rated Obligation	Rating of Rated Obligation	Number of Subcategories Relative to Rated Obligation Rating
Senior secured obligation	greater than or equal to B2	-1
Senior secured obligation	less than B2	-2
Subordinated obligation	greater than or equal to B3	+1
Subordinated obligation	less than B3	0

or

(C) if such Collateral Obligation is a DIP Collateral Obligation, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency;

provided that the aggregate principal balance of the Collateral Obligations that may have a Moody's Rating derived from an S&P Rating as set forth in sub-clauses (A) or (B) of this clause (2) may not exceed [10.0]% of the Collateral Principal Amount.

3. If not determined pursuant to clauses (1) or (2) above and such Collateral Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer of such Collateral Obligation is rated by Moody's or S&P, and if Moody's has been requested by the Issuer, the Collateral Manager or the issuer of such Collateral Obligation to assign a rating or rating estimate with respect to such Collateral Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating will be (i) "B3" if the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Collateral Manager believes that such estimate will be at least "B3" and if the aggregate principal balance of Collateral Obligations determined pursuant to this clause (3) and clause (2) above does not exceed [5]% of the Collateral Principal Amount or (ii) otherwise, "Caa1."

"**Moody's Rating**" means:

(i) with respect to a Collateral Obligation that is a Senior Secured Loan:

(A) if such Collateral Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;

(B) if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has a CFR, then the Moody's rating that is one subcategory higher than such CFR;

(C) if neither clause (A) nor (B) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Moody's rating that is two subcategories higher than the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

(D) if none of clauses (A) through (C) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(E) if none of clauses (A) through (D) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of "Caa3"; and

(ii) With respect to a Collateral Obligation other than a Senior Secured Loan:

(A) if such Collateral Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;

(B) if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

(C) if neither clause (A) nor (B) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has a CFR, then the Moody's rating that is one subcategory lower than such CFR;

(D) if none of clauses (A), (B) or (C) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more subordinated debt obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory higher than the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

(E) if none of clauses (A) through (D) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(F) if none of clauses (A) through (E) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of "Caa3."

ANNEX C

S&P RATING DEFINITIONS

"**Information**" means S&P's "Credit FAQ: Anatomy Of A Credit Estimate: What It Means And How We Do It" and any other available information S&P reasonably requests in order to produce a credit estimate for a particular asset.

"**S&P Rating**" means, with respect to any Collateral Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(i) (a) if there is an issuer credit rating of the issuer of such Collateral Obligation by S&P as published by S&P, or of a guarantor satisfying S&P's then-current guarantee criteria which unconditionally and irrevocably guarantees such Collateral Obligation, then the S&P Rating will be such rating (regardless of whether there is a published rating by S&P on the Collateral Obligations of such issuer held by the Issuer, *provided* that private ratings (that is, ratings provided at the request of the obligor) may be used for purposes of this definition) or (b) if there is no issuer credit rating of the issuer by S&P but (1) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Obligation will be one sub-category below such rating; (2) if clause (1) above does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Obligation will equal such rating; and (3) if neither clause (1) nor clause (2) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Obligation will be one sub-category above such rating;

(ii) with respect to any Collateral Obligation that is a DIP Collateral Obligation, the S&P Rating thereof will be the most recent credit rating assigned to such issue by S&P; *provided* that if such most recent credit rating was assigned more than one year prior to the relevant date of determination, such DIP Collateral Obligation will be deemed to have no such credit rating assigned by S&P and clause (iv) below shall apply (*provided* that if any such Collateral Obligation that is a DIP Collateral Obligation is newly issued and the Collateral Manager expects an S&P credit rating within 90 days, the S&P Rating of such Collateral Obligation will be (1) as determined by the Collateral Manager in its commercially reasonable judgment for a period of up to 90 days after acquisition of such DIP Collateral Obligation and (2) "CCC-" following such 90 days period; unless, during such 90 day period, the Collateral Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; *provided* that if an S&P Rating is assigned to such Collateral Obligation at any time during such 90 day period (or such extension period, if applicable), such S&P Rating shall apply;

(iii) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined pursuant to clauses (a) through (c) below:

(a) if an obligation of the issuer is not a DIP Collateral Obligation and is publicly rated by Moody's, then the S&P Rating will be determined in accordance with the methodologies for establishing the Moody's Rating set forth above except that the S&P Rating of such obligation will be (1) one sub-category below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Baa3" or higher and (2) two sub-categories below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Ba1" or lower;

(b) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Collateral Manager on behalf of the Issuer or the issuer of such Collateral Obligation will, prior to or within 30 days after the acquisition of such Collateral Obligation, apply (and concurrently submit all available Information in respect of such application) to S&P for a credit estimate which will be its S&P Rating; *provided* that, if such Information is submitted within such 30-day period, then, pending receipt from S&P of such estimate, such Collateral Obligation shall have an S&P Rating as determined by the Collateral Manager in its sole discretion if the Collateral Manager certifies to the Trustee and the Collateral Administrator that it believes that such S&P Rating determined by the Collateral Manager is commercially reasonable and will be at least equal to such rating; *provided, further*, that if such Information is not submitted within such 30-day period, then, pending receipt from S&P of such estimate, the Collateral Obligation will

have (1) the S&P Rating as determined by the Collateral Manager for a period of up to 90 days after the acquisition of such Collateral Obligation and (2) an S&P Rating of "CCC-" following such 90-day period; unless, during such 90-day period, the Collateral Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; *provided, further*, that if such 90-day period (or other extended period) elapses pending S&P's decision with respect to such application, the S&P Rating of such Collateral Obligation will be "CCC-"; *provided, further*, that if the Collateral Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Obligation, the S&P Rating in respect thereof will be "CCC-" pending receipt from S&P of such estimate, and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; *provided, further*, that the S&P Rating may not be determined pursuant to this clause (b) if the Collateral Obligation is a DIP Collateral Obligation; *provided, further*, that such credit estimate will expire 12 months after the acquisition of such Collateral Obligation, following which such Collateral Obligation will have an S&P Rating of "CCC-" unless, during such 12-month period, the Issuer applies for renewal thereof in accordance with the Indenture, in which case such credit estimate will continue to be the S&P Rating of such Collateral Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate will be the S&P Rating of such Collateral Obligation; *provided, further*, that such confirmed or revised credit estimate will expire on the next succeeding 12-month anniversary of the date of the acquisition of such Collateral Obligation and (when renewed annually in accordance with the Indenture) on each 12-month anniversary thereafter;

(c) with respect to a Collateral Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Obligation will at the election of the Issuer (at the direction of the Collateral Manager) be "CCC-"; *provided* that (i) neither the issuer of such Collateral Obligation nor any of its Affiliates are subject to any bankruptcy or reorganization proceedings and (ii) the issuer has not defaulted on any payment obligation in respect of any debt security or other obligation of the issuer at any time within the two year period ending on such date of determination, all such debt securities and other obligations of the issuer that are *pari passu* with or senior to the Collateral Obligation are current and the Collateral Manager reasonably expects them to remain current;

(iv) with respect to a DIP Collateral Obligation that (A) has no issue rating by S&P and (B) cannot be assigned an S&P Rating in accordance with clause (ii) above, the S&P Rating of such DIP Collateral Obligation will be "CCC-"; or

(v) notwithstanding any of the foregoing, the S&P Rating of a Current Pay Obligation will be the higher of (a) such obligation's issue rating by S&P, if any, and (b) "CCC";

provided that, for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an obligor or its obligations is on "credit watch positive" by S&P, such rating will be treated as being one sub-category above such assigned rating and (y) if the applicable rating assigned by S&P to an obligor or its obligations is on "credit watch negative" by S&P, such rating will be treated as being one sub-category below such assigned rating.

ANNEX D

FITCH RATING DEFINITION

"**Fitch Rating**": The Fitch Rating of any Collateral Obligation, which will be determined as follows:

(a) if Fitch has issued a long-term issuer default rating or assigned a long-term issuer default credit opinion with respect to the issuer of such Collateral Obligation, or the guarantor which unconditionally and irrevocably guarantees such Collateral Obligation, then the Fitch Rating will be such long-term issuer default rating or long-term issuer default credit opinion (regardless of whether there is a published rating by Fitch on the Collateral Obligations of such issuer held by the Issuer);

(b) if Fitch has not issued a long-term issuer default rating or a long-term issuer default credit opinion with respect to the issuer or guarantor of such Collateral Obligation but Fitch has issued an outstanding long-term insurer financial strength rating with respect to such issuer, the Fitch Rating of such Collateral Obligation will be one sub-category below such rating;

(c) subject to the proviso below, if a Fitch Rating cannot be determined pursuant to clause (a) or (b), but

(i) Fitch has issued a senior unsecured rating on any obligation or security of the issuer of such Collateral Obligation, then the Fitch Rating of such Collateral Obligation will equal such rating;

(ii) Fitch has not issued a senior unsecured rating on any obligation or security of the issuer of such Collateral Obligation but Fitch has issued a senior rating, senior secured rating or a subordinated secured rating on any obligation or security of the issuer of such Collateral Obligation, then the Fitch Rating of such Collateral Obligation will (x) equal such rating if such rating is "BBB-" or higher and (y) be one sub-category below such rating if such rating is "BB+" or lower; or

(iii) Fitch has not issued a senior unsecured rating or a senior rating, senior secured rating or a subordinated secured rating on any obligation or security of the issuer of such Collateral Obligation but Fitch has issued a subordinated, junior subordinated or senior subordinated rating on any obligation or security of the issuer of such Collateral Obligation, then the Fitch Rating of such Collateral Obligation will be (x) one sub-category above such rating if such rating is "B+" or higher and (y) two sub-categories above such rating if such rating is "B" or lower;

(d) subject to the proviso below, if a Fitch Rating cannot be determined pursuant to clause (a), (b) or (c) and

(i) Moody's has issued a publicly available corporate family rating for the issuer of such Collateral Obligation, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be the Fitch equivalent of such Moody's rating;

(ii) Moody's has not issued a publicly available corporate family rating for the issuer of such Collateral Obligation but has issued a publicly available long-term issuer rating for such issuer, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be the Fitch equivalent of such Moody's rating;

(iii) Moody's has not issued a publicly available corporate family rating for the issuer of such Collateral Obligation but Moody's has issued a publicly available outstanding insurance financial strength rating for such issuer, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be one sub-category below the Fitch equivalent of such Moody's rating;

(iv) Moody's has not issued a publicly available corporate family rating for the issuer of such Collateral Obligation but has issued a publicly available outstanding corporate issue ratings for such issuer, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be (x) if such corporate issue rating relates to senior unsecured obligations of such issuer, the Fitch equivalent of the Moody's rating for such issue, if there is no such publicly available corporate issue ratings relating to senior unsecured obligations of the issuer then (y) if such corporate issue rating relates to senior, senior secured or subordinated secured obligations of such issuer, (1) one sub-category below the Fitch

equivalent of such Moody's rating if such obligations are rated "Ba1" or above or "Ca" by Moody's or (2) two sub-categories below the Fitch equivalent of such Moody's rating if such obligations are rated "Ba2" or below but above "Ca" by Moody's, or if there is no such publicly available corporate issue ratings relating to senior unsecured, senior, senior secured or subordinated secured obligations of the issuer then (z) if such publicly available corporate issue rating relates to subordinated, junior subordinated or senior subordinated obligations of such issuer, (1) one sub-category above the Fitch equivalent of such Moody's rating if such obligations are rated "B1" or above by Moody's or (2) two sub-categories above the Fitch equivalent of such Moody's rating if such obligations are rated "B2" or below by Moody's;

(v) S&P has issued a publicly available issuer credit rating for the issuer of such Collateral Obligation, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be the Fitch equivalent of such S&P rating;

(vi) S&P has not issued a publicly available issuer credit rating for the issuer of such Collateral Obligation but S&P has issued a publicly available outstanding insurance financial strength rating for such issuer, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be one sub-category below the Fitch equivalent of such S&P rating; and

(vii) S&P has not issued a publicly available issuer credit rating for the issuer of such Collateral Obligation but has issued a publicly available outstanding corporate issue ratings for such issuer, then, subject to the proviso below, the Fitch Rating of such Collateral Obligation will be (x) if such publicly available corporate issue rating relates to senior unsecured obligations of such issuer, the Fitch equivalent of the S&P rating for such issue, if there is no such publicly available corporate issue ratings relating to senior unsecured obligations of the issuer then (y) if such publicly available corporate issue rating relates to senior, senior secured or subordinated secured obligations of such issuer, (1) the Fitch equivalent of such S&P rating if such obligations are rated "BBB-" or above by S&P or (2) one sub-category below the Fitch equivalent of such S&P rating if such obligations are rated "BB+" or below by S&P, or if there is no such publicly available corporate issue ratings relating to senior unsecured, senior, senior secured or subordinated secured obligations of the issuer then (z) if such publicly available corporate issue rating relates to subordinated, junior subordinated or senior subordinated obligations of such issuer, (1) one sub-category above the Fitch equivalent of such S&P rating if such obligations are rated "B+" or above by S&P or (2) two sub-categories above the Fitch equivalent of such S&P rating if such obligations are rated "B" or below by S&P;

provided, that if both Moody's and S&P provide a public rating of the issuer of such Collateral Obligation or a corporate issue of such issuer, then the Fitch Rating will be the lowest of the Fitch Ratings determined pursuant to any of the subclauses of this clause (d); or

(e) if a rating cannot be determined pursuant to clauses (a) through (d) then, (i) at the discretion of the Collateral Manager, the Collateral Manager on behalf of the Issuer may apply to Fitch for a Fitch credit opinion, and the issuer default rating provided in connection with such rating shall then be the Fitch Rating, or (ii) the Issuer may assign a Fitch Rating of "CCC" or lower to such Collateral Obligation which is not in default;

provided that on the Closing Date, if any rating described above is (i) on rating watch negative or negative credit watch, the rating will be the Fitch Rating as determined above adjusted down by one sub-category, (ii) on outlook negative, the rating will be the Fitch Rating as determined above, or (iii) on rating watch positive or positive credit watch, the rating will not be adjusted; *provided, further*, that after the Closing Date, if any rating described above is (x) on rating watch negative or negative credit watch, the rating will be adjusted down by one sub-category or (y) on outlook negative, the rating will not be adjusted; *provided, further*, that the Fitch Rating may be updated by Fitch from time to time as indicated in the report issued by Fitch title "*CLOs and Corporate CDOs Rating Criteria*, available at www.fitchratings.com; *provided, further* that if the Fitch Rating determined pursuant to any of clauses (a) through (e) above would cause the Collateral Obligation to be a Defaulted Obligation pursuant to clause (d) of the definition of "Defaulted Obligation" due to the Fitch, S&P or Moody's rating such Fitch Rating is based on being adjusted down one or more sub-categories, the Fitch Rating of such Collateral Obligation will be the Fitch, S&P or Moody's rating such Fitch

Rating was based on without making such adjustment. For the avoidance of doubt, the Fitch Rating takes into account adjustments for assets that are on rating watch negative or negative credit watch prior to determining the issue rating and/or in the determination of the lower of the Moody's and S&P public ratings.

Fitch Equivalent Ratings

Fitch Rating	Moody's rating	S&P rating
AAA	Aaa	AAA
AA+	Aa1	AA+
AA	Aa2	AA
AA-	Aa3	AA-
A+	A1	A+
A	A2	A
A-	A3	A-
BBB+	Baa1	BBB+
BBB	Baa2	BBB
BBB-	Baa3	BBB-
BB+	Ba1	BB+
BB	Ba2	BB
BB-	Ba3	BB-
B+	B1	B+
B	B2	B
B-	B3	B-
CCC+	Caa1	CCC+
CCC	Caa2	CCC
CCC-	Caa3	CCC-
CC	Ca	CC
C	C	C

PRINCIPAL OFFICE OF ISSUER

Venture 46 CLO, Limited
c/o Maples Fiduciary Services (Jersey) Limited
Sir Walter Raleigh House, 2nd Floor
48-50 Esplanade
St. Helier, JE2 3QB
Jersey

PRINCIPAL OFFICE OF CO-ISSUER

Venture 46 CLO, LLC
c/o Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711

TRUSTEE AND PAYING AGENT

For Note transfer purposes and presentment of Notes for final payment thereon:

State Street Bank and Trust Company
1 Heritage Drive - Mail Stop: OHD0100
North Quincy, MA 02171
Attention: Transfer Agent
Ref: Venture 46 CLO, Limited

For all other purposes:

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