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 email to which either may be attached.

DISCLAIMER

Attached please find an electronic copy of the preliminary offering circular dated September 6, 2022 (the "Offering Circular") relating to the offering of certain notes by Elmwood CLO 20 Ltd. (the "Issuer") and Elmwood CLO 20 LLC (the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"), as applicable.

The Offering Circular is highly confidential and does not constitute an offer to any person other than the recipient nor to the public generally to subscribe for or otherwise acquire any of the notes described herein.

The Offering Circular will not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of these notes, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS ("ELIGIBLE INVESTORS") THAT ARE EITHER (1)(I)(A) QUALIFIED INSTITUTIONAL BUYERS ("QUALIFIED INSTITUTIONAL BUYERS") (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) SOLELY IN THE CASE OF NOTES ISSUED AS CERTIFICATED NOTES, INSTITUTIONAL ACCREDITED INVESTORS (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT) (ANY SUCH INVESTOR, AN "IAI") AND (II) QUALIFIED PURCHASERS ("QUALIFIED PURCHASERS") (FOR THE PURPOSES OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT) OR ENTITIES OWNED EXCLUSIVELY BY QUALIFIED PURCHASERS, (2) SOLELY IN THE CASE OF NOTES ISSUED AS CERTIFICATED NOTES, ACCREDITED INVESTORS THAT ARE KNOWLEDGEABLE EMPLOYEES (AS DEFINED IN RULE 3c-5 UNDER THE INVESTMENT COMPANY ACT) WITH RESPECT TO THE ISSUER OR ENTITIES OWNED EXCLUSIVELY BY KNOWLEDGEABLE EMPLOYEES WITH RESPECT TO THE ISSUER OR (3) PERSONS THAT ARE NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND THAT ARE OUTSIDE THE UNITED STATES IN RELIANCE ON REGULATION S.

Distribution of this electronic transmission of the Offering Circular to any person other than (a) the person receiving this electronic transmission from the Placement Agent on behalf of the Co-Issuers and (b) any person retained to advise the person receiving this electronic transmission with respect to the offering contemplated by the Offering Circular (each, an "Authorized Recipient") 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 email or any other means to any person other than an Authorized Recipient, except as expressly authorized herein, is prohibited. By accepting delivery of the Offering Circular, each recipient hereof agrees to the foregoing.

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 the Co-Issuers, the Placement Agent, the Portfolio 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.

The information contained herein supersedes any previous such information delivered to any prospective investor and may be superseded by information delivered to such prospective investor prior to the time of sale.

Elmwood CLO 20 Ltd.
Elmwood CLO 20 LLC

U.S.$[●] Class A Floating Rate Notes due 20[●]
U.S.$[●] Class B-1 Floating Rate Notes due 20[●]
U.S.$[●] Class B-2 Fixed Rate Notes due 20[●]
U.S.$[●] Class C Deferrable Floating Rate Notes due 20[●]
U.S.$[●] Class D Deferrable Floating Rate Notes due 20[●]
U.S.$[●] Class E Deferrable Floating Rate Notes due 20[●]
U.S.$[●] Class F Deferrable Floating Rate Notes due 20[●]
U.S.$[●] Subordinated Notes due 20[●]

The Issuer's investment portfolio will consist primarily of bank loans and certain Permitted Non-Loan Assets, including Participation Interests. The portfolio will be managed by Elmwood Asset Management LLC ("**Elmwood**").

See "*Risk Factors*" for a discussion of certain risks that you should consider in connection with an investment in the Notes.

No Notes will be issued, unless upon issuance (i) the Class A Notes are rated "[AAA (sf)]" by S&P, (ii) the Class B-1 Notes are rated at least "[AA (sf)]" by S&P, (iii) the Class B-2 Notes are rated at least "[AA (sf)]" by S&P, (iv) the Class C Notes are rated at least "[A (sf)]" by S&P, (v) the Class D Notes are rated at least "[BBB- (sf)]" by S&P, (vi) the Class E Notes are rated at least "[BB- (sf)]" by S&P and (vii) the Class F Notes are rated at least "[B- (sf)]" by S&P. The Subordinated Notes will not be rated. See "*Ratings of the Secured Notes*."

PLEDGED OBLIGATIONS OF THE CO-ISSUERS ARE THE SOLE SOURCE OF PAYMENTS ON THE SECURITIES. THE SECURITIES DO NOT REPRESENT AN INTEREST IN OR OBLIGATION OF, AND ARE NOT INSURED OR GUARANTEED BY, THE PORTFOLIO MANAGER, THE PLACEMENT AGENT, THE TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES.

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR THE SECURITIES LAW OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND NEITHER OF THE CO-ISSUERS HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE NOTES ARE BEING OFFERED ONLY (I) TO NON-U.S. PERSONS OUTSIDE THE UNITED STATES IN RELIANCE ON REGULATION S AND (II) TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS THAT ARE (A) QUALIFIED INSTITUTIONAL BUYERS THAT ARE ALSO QUALIFIED PURCHASERS AND (B) SOLELY IN THE CASE OF SECURITIES ISSUED AS CERTIFICATED NOTES, (1) INSTITUTIONAL ACCREDITED INVESTORS THAT ARE ALSO QUALIFIED PURCHASERS OR (2) ACCREDITED INVESTORS THAT ARE KNOWLEDGEABLE EMPLOYEES (AS DEFINED IN RULE 3c-5 UNDER THE INVESTMENT COMPANY ACT) WITH RESPECT TO THE ISSUER OR ENTITIES OWNED EXCLUSIVELY BY KNOWLEDGEABLE EMPLOYEES WITH RESPECT TO THE ISSUER. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON TRANSFER, SEE "*TRANSFER RESTRICTIONS*."

The Notes will not be listed on any exchange.

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. See "*Risk Factors—Relating to the Notes—Legislative and regulatory actions in the United States, Europe, the United Kingdom and Japan may adversely affect the Issuer and the Notes.*"

The Notes will be offered from time to time by the Issuer for sale to investors in negotiated transactions at varying prices to be determined in each case at the time of sale. The Notes are expected to be delivered to investors in book-entry form through The Depository Trust Company and its participants and indirect participants, including, without limitation, Euroclear and Clearstream (or, in the case of Certificated Notes, physical form), on or about the Closing Date. RBC Capital Markets, LLC and its Affiliates (the "**RBC**") will act as placement agent (the "**Placement Agent**") for the Notes (other than Direct Purchase Notes) on behalf of the Co-Issuers or the Issuer, as applicable, subject to prior sale when, as and if issued. The Placement Agent reserves the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that the Notes will be delivered to investors on or about [●], 2022 (the "**Closing Date**") against payment therefor in immediately available funds.

Placement Agent

RBC CAPITAL MARKETS

[●], 2022

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IMPORTANT INFORMATION REGARDING THIS OFFERING CIRCULAR AND THE NOTES

In making your investment decision, you should only rely on the information contained in this Offering Circular and 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 the Transaction Documents. If you receive any other information, you should not rely on it. References to the "Offering Circular" herein include the annexes attached hereto.

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 Placement Agent 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 less than the stated initial principal amount of any Class of Notes.

The Notes do not represent interests in or obligations of, and are not insured or guaranteed by, the Placement Agent, the Portfolio Manager, the Trustee, the Collateral Administrator, the Administrator, any Hedge Counterparty or any of their respective Affiliates.

The Notes are subject to restrictions on resale and transfer as described under "*Description of the Notes—Form, Denomination and Registration 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, in this Offering Circular, "RBC" means RBC Capital Markets, LLC and its Affiliates in its capacity as placement agent for the Notes.

The information contained in this Offering Circular has been provided by the Co-Issuers and other sources identified herein. The Co-Issuers accept responsibility for the information contained in this Offering Circular other than the information set forth under the headings ["*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Portfolio Manager and its related entities*," "*Risk Factors—Relating to the Portfolio Manager*" and the subheadings thereunder and "*The Portfolio Manager*"] and the subheadings thereunder in this Offering Circular (such information, collectively, the "Portfolio Manager Information"). To the best of the knowledge and belief of the Co-Issuers (who have taken reasonable care to ensure that such is the case), the information contained in this Offering Circular, other than the Portfolio Manager Information, is in accordance with the facts and does not omit anything material to such information. The Portfolio Manager also accepts responsibility for the Portfolio Manager Information. To the best of the knowledge and belief of the Portfolio Manager (who has taken reasonable care to ensure that such is the case), the Portfolio Manager Information is in accordance with the facts and does not omit anything material to such information as of the date hereof.

This Offering Circular is a confidential document that 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 it to any other Person; or
- disclose any information in this Offering Circular to any other Person.

You are responsible for making your own examination of the Co-Issuers and the Portfolio 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
- none of the Placement Agent nor the Trustee or the Collateral Administrator or (except in the case of clause (ii) below with respect to the Portfolio Manager Information) the Portfolio Manager is responsible for, or is making any representation to you concerning, (i) the future performance of the Issuer, (ii) the accuracy or completeness of this Offering Circular or (iii) the value or validity of the Collateral.

U.S. Bank Trust Company, National Association (the "**Bank**") and its Affiliates, in each of their capacities including but not limited to Trustee, Calculation Agent, Paying Agent, and Collateral Administrator, has not participated in the preparation of this Offering Circular or assumed responsibility for its contents.

None of the Co-Issuers, the Placement Agent, the Portfolio Manager, the Collateral Administrator, the Trustee and its Affiliates nor 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.

RBC, the Portfolio Manager, the Trustee, each of their Affiliates, and third parties that provide information to the Portfolio Manager and the Rating Agencies, do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or the results obtained from the use of such content. RBC, the Portfolio Manager, the Trustee, each of their Affiliates and third party content providers give no express or implied warranties, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use, and they expressly disclaim any responsibility or liability for direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees or losses (including lost income or profits and opportunity costs) in connection with the use of the information herein. Credit ratings are statements of opinions and not statements of facts or recommendations to purchase, hold or sell securities. They do not address the suitability of securities for investment purposes and should not be relied on as investment advice. None of RBC, the Portfolio Manager, the Trustee or any of their respective Affiliates have any responsibility to update any of the information provided in this summary document.

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 Placement Agent, the Portfolio Manager, the Trustee, the Collateral Administrator, their respective Affiliates nor 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 of the Securities Act or by another exemption thereunder. These exemptions apply to offers and sales of securities that do not involve a public offering.

Each of the Holders (and holders of an interest in the Notes) by its acceptance of the applicable Notes (or interest therein), agrees to provide to the Issuer and the Portfolio Manager all information reasonably available to it that is reasonably requested by the Issuer or the Portfolio Manager in connection with regulatory matters, including any information that is necessary or advisable in order for the Portfolio Manager (or its parent or Affiliates) to

complete its Form ADV, to file its reports on Form PF, to comply with any requirement of the Dodd-Frank Act, as amended from time to time, to establish an exemption from registration as a commodity pool operator under the Commodity Exchange Act, or to comply with any other laws or regulations applicable to the Portfolio Manager from time to time.

IMPORTANT INFORMATION REGARDING OFFERS AND SALES OF THE NOTES

The Notes referred to in this Offering Circular, and the assets backing them, are subject to modification or revision and are offered on a "when, as and if issued" basis. You understand that, when you are considering the purchase of the Notes, a binding contract of sale will not exist prior to the time that the relevant class has been priced and the Placement Agent has confirmed the allocation of such Notes to be made to you; prior to that time any "indications of interest" expressed by you, and any "soft circles" generated by the Placement Agent will not create binding contractual obligations for you or the Placement Agent and may be withdrawn at any time.

You may commit to purchase one or more classes of Notes that have characteristics that may change, and you are advised that all or a portion of the Notes may not be issued with the characteristics described in this Offering Circular. The Placement Agent's obligation to sell or place such Notes to you is conditioned on the Notes having the characteristics described in this Offering Circular. If the Placement Agent determines that such condition is not satisfied in any material respect, you will be notified, and none of the Issuer, the Co-Issuer or the Placement Agent will have any obligation to you to deliver any portion of the Notes that you have committed to purchase, and there will be no liability among the Issuer, the Co-Issuer, their Affiliates, the Placement Agent and you as a consequence of the non-delivery.

The information contained herein supersedes any previous such information delivered to you and may be superseded by information delivered to you prior to the time of contract of sale.

No invitation whether directly or indirectly may be made to the public in the Cayman Islands to subscribe for the Notes unless the Issuer is listed on the Cayman Islands Stock Exchange.

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 FOR SUCH PERSON 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 PLACEMENT AGENT TO INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS

No invitation, whether directly or indirectly, may be made to the public in the Cayman Islands to subscribe for the Notes unless the Issuer, as applicable, is listed on the Cayman Islands Stock Exchange.

NOTICE TO FLORIDA RESIDENTS

THE SECURITIES 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 SECURITIES, WITHOUT PENALTY, WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION.

NOTICE TO GEORGIA RESIDENTS

THE SECURITIES 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 PLACEMENT AGENT 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.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

THIS OFFERING CIRCULAR IS NOT A PROSPECTUS FOR THE PURPOSES OF THE EU PROSPECTUS REGULATION (AS DEFINED BELOW). THE CO-ISSUERS ARE NOT OFFERING THE NOTES IN ANY

JURISDICTION IN CIRCUMSTANCES THAT WOULD REQUIRE A PROSPECTUS TO BE PREPARED PURSUANT TO THE EU PROSPECTUS REGULATION.

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 EEA RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA ("**EEA**"). FOR THESE PURPOSES, AN "**EEA RETAIL INVESTOR**" MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING:

(I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**"); OR

(II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, KNOWN AS 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 2017/1129/EU (AS AMENDED, THE "**EU PROSPECTUS REGULATION**").

FOR THESE PURPOSES, THE EXPRESSION "OFFER" INCLUDES THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE NOTES SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE FOR THE NOTES.

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 EEA RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY EEA RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE EU PRIIPS REGULATION.

PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS

THIS OFFERING CIRCULAR IS NOT A PROSPECTUS FOR THE PURPOSES OF THE UK PROSPECTUS REGULATION (AS DEFINED BELOW).

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 UK RETAIL INVESTOR IN THE UNITED KINGDOM ("**UK**"). FOR THESE PURPOSES, A "**UK RETAIL INVESTOR**" MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING:

(I) 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 EUROPEAN UNION (WITHDRAWAL AGREEMENT) ACT 2020 ("**EUWA**"), SUBJECT TO AMENDMENTS MADE BY THE MARKETS IN FINANCIAL INSTRUMENTS (AMENDMENT) (EU EXIT) REGULATIONS 2018 (SI 2018/1403) (AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME); OR

(II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED, THE "**FSMA**") AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97 (AS AMENDED), 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, SUBJECT TO AMENDMENTS MADE BY THE MARKETS IN FINANCIAL INSTRUMENTS (AMENDMENT) (EU EXIT) REGULATIONS 2018 (SI 2018/1403) (AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME); OR

(III) NOT A QUALIFIED INVESTOR AS DEFINED IN THE EU PROSPECTUS REGULATION AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "**UK PROSPECTUS REGULATION**"), SUBJECT TO AMENDMENTS MADE BY THE PROSPECTUS (AMENDMENT ETC.) (EU EXIT) REGULATIONS 2019 (SI 2019/1234) (AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME).

FOR THESE PURPOSES, THE EXPRESSION "OFFER" INCLUDES THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE NOTES SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE FOR THE NOTES.

CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPS REGULATION AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUWA, SUBJECT TO AMENDMENTS MADE BY THE PACKAGED RETAIL AND INSURANCE-BASED INVESTMENT PRODUCTS (AMENDMENT) (EU EXIT) REGULATIONS 2019 (SI 2019/403) (AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME, THE "**UK PRIIPS REGULATION**") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO UK RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY UK RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

EACH PERSON IN THE UK WHO RECEIVES ANY COMMUNICATION IN RESPECT OF, OR WHO ACQUIRES ANY NOTES UNDER, THE OFFERS TO THE PUBLIC CONTEMPLATED IN THIS OFFERING CIRCULAR, OR TO WHOM THE NOTES ARE OTHERWISE MADE AVAILABLE, WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED, ACKNOWLEDGED AND AGREED TO AND WITH THE PLACEMENT AGENT AND THE ISSUER THAT IT OR ANY PERSON ON WHOSE BEHALF IT ACQUIRES NOTES IS: (1) A "QUALIFIED INVESTOR" WITHIN THE MEANING OF THE UK PROSPECTUS REGULATION; AND (2) NOT A "UK RETAIL INVESTOR" AS DEFINED ABOVE.

NOTICE TO RESIDENTS OF JAPAN

THE SECURITIES 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 Placement Agent (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.

ADDITIONAL NOTICES

THE NOTES DO NOT REPRESENT AN INTEREST IN THE ISSUER OR THE CO-ISSUER, OR AN OBLIGATION OF THE PORTFOLIO MANAGER, THE TRUSTEE, THE PLACEMENT AGENT, THE ADMINISTRATOR OR THE COLLATERAL ADMINISTRATOR (COLLECTIVELY WITH THE CO-ISSUERS, THE "**TRANSACTION PARTIES**") OR ANY OF THEIR RESPECTIVE AFFILIATES. NEITHER THE NOTES NOR THE COLLATERAL OBLIGATIONS ARE INSURED OR GUARANTEED BY ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY.

THE NOTES HAVE NOT BEEN REGISTERED WITH, RECOMMENDED BY OR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") OR ANY STATE OR OTHER SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT REVIEWED THIS OFFERING CIRCULAR OR CONFIRMED OR DETERMINED THE ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION TO PURCHASE THE NOTES, PURCHASERS MUST RELY ON THEIR OWN EXAMINATIONS OF THE TRANSACTION PARTIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

COMPLIANCE WITH EU SECURITIZATION REGULATION AND UK SECURITIZATION REGULATION REQUIREMENTS

None of the Co-Issuers, the Placement Agent, the Portfolio Manager, the Trustee or any of their affiliates or any other party intends to or undertakes to retain a risk retention interest or comply with any other requirements of the EU Securitization Regulation or the UK Securitization Regulation, as applicable (each as defined herein) in connection with the transaction as described in this Offering Circular or 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 compliance with any of the requirements of the EU Securitization Regulation or the UK Securitization Regulation.

For additional information regarding the EU Securitization Regulation and the UK Securitization Regulation, see "*Risk Factors–Relating to the Notes–Legislative and regulatory actions in the United States, Europe, the United Kingdom and Japan may adversely affect the Issuer and the Notes* "

FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements, which can be identified by words like "anticipate," "believe," "plan," "hope," "goal," "initiative," "expect," "continue," "future," "intend," "may," "will," "could" and "should" or the negatives thereof or other variations thereon or comparable terminology. Any such statements, which include certain information appearing under the heading "*Risk Factors*", are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected, expected, intended, assumed and/or described herein. Such risks and uncertainties include, among other things, changes in political and economic conditions, market conditions, changes in interest rates, currency exchange rate fluctuations, market, financial or legal uncertainties, the potential impact of any current, pending or future applicable laws (including the Dodd-Frank Act) and/or accounting standards (including any amendment, repeal or changes to such applicable laws and/or accounting standards, additional guidance or changes in the interpretation thereof) and regulatory initiatives impacting banks, other financial institutions, asset managers, securitizers of assets and private funds (including heightened capital requirements and liquidity reserves, regulation of swaps, swap dealers and other market participants and rules related to securitizations), changes in fiscal or monetary policies and fluctuations, changes in market practices, and various other events, conditions and circumstances, many of which are beyond the control of the transaction parties or any of their respective affiliates or any other person.

Without limiting the generality of the foregoing, the inclusion of forward-looking statements herein should not be regarded as a representation by any of the transaction parties or any of their respective Affiliates or any other Person of the results that will actually be achieved. Such forward-looking statements are based upon certain inputs and/or assumptions about future events and conditions, are intended only to illustrate hypothetical results using those inputs and assumptions (not all of which are specified herein or can be ascertained as of the date hereof). Such forward-looking statements do not represent any actual prices, values or the performance of the Issuer or any Class of Securities and neither do they present all possible outcomes or describe all factors that may affect the value of any applicable investment. Actual events or conditions are unlikely to be consistent with, and may differ significantly from, those assumed. Accordingly, actual results may vary and the variations may be substantial. None of the foregoing persons has any obligation to update or otherwise revise any forward-looking statements, including any revision to reflect changes in any circumstances arising after the date hereof 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 and, in the context of any risk involved in purchasing, holding or transferring any of the Notes or any representation, warranty or covenant required or deemed to be made by an investor in any of the Notes, "Holder" or "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.

SUMMARIES OF DOCUMENTS

This Offering Circular summarizes certain provisions of the Notes, the Indenture, the Portfolio 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).

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with the sale of the Notes, the Issuer (and, solely in the case of the Co-Issued Notes, the Co-Issuers) under the Indenture will be required to furnish upon written request of a holder of a Note 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 Exchange Act, or exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. Neither of the Co-Issuers expects to become such a reporting company or to become exempt from reporting. Such information may be obtained directly from the Issuer.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the more 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 Notes

Designation [(1)]	Class A Notes	Class B-1 Notes	Class B-2 Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Subordinated Notes
Type	Floating Rate	Floating Rate	Fixed Rate	Deferrable Floating Rate	Deferrable Floating Rate	Deferrable Floating Rate	Deferrable Floating Rate	Subordinated Notes
Issuer(s)	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers	Issuer	Issuer	Issuer
Initial Principal Amount (U.S.$)	$[●]	$[●]	$[●]	$[●]	$[●]	$[●]	$[●]	$[●]
Expected S&P Initial Rating	"[AAA (sf)]"	"[AA (sf)]"	"[AA (sf)]"	"[A (sf)]"	"[BBB- (sf)]"	"[BB- (sf)]"	"[B- (sf)]"	N/A
Interest Rate [(2)]	Benchmark Rate + [●]%	Benchmark Rate + [●]%	[●]%	Benchmark Rate + [●]%	Benchmark Rate + [●]%	Benchmark Rate + [●]%	Benchmark Rate + [●]%	N/A
Stated Maturity (Distribution Date in)	[●] 20[●]	[●] 20[●]	[●] 20[●]	[●] 20[●]	[●] 20[●]	[●] 20[●]	[●] 20[●]	[●] 20[●]
Authorized Denominations (U.S.$) (Integral Multiples)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)	[$250,000] ($1.00)
Priority Class(es)	None	A	A	A, B-1, B-2	A, B-1, B-2, C	A, B-1, B-2, C, D	A, B-1, B-2, C, D, E	A, B-1, B-2 C, D, E, F
Junior Class(es)	B-1, B-2, C, D, E, F, Subordinated Notes	C, D, E, F, Subordinated Notes	C, D, E, F, Subordinated Notes	D, E, F, Subordinated Notes	E, F, Subordinated Notes	F, Subordinated Notes	Subordinated Notes	None
Pari Passu Classes	None	B-2	B-1	None	None	None	None	None
Deferred Interest Notes	No	No	No	Yes	Yes	Yes	Yes	N/A
Repriceable Class	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Form	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated	Book-Entry Certificated

(1) Each Class of Notes is referred to in this Offering Circular using the respective term set forth in the row titled "Designation" in the table above. The Subordinated Notes described above are referred to herein as the "**Subordinated Notes**." The Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class C Notes, and the Class D Notes are referred to as the "**Co-Issued Notes**". The Class E Notes, the Class F Notes and the Subordinated Notes are referred to collectively as the "**Issuer Only Notes**" and collectively with the Co-Issued Notes, the "**Notes**". The Co-Issued Notes together with the Class E Notes and the Class F Notes are sometimes collectively referred to as the "**Secured Notes**." The Class E Notes, the Class F Notes and the Subordinated Notes are together sometimes referred to as the "**ERISA Restricted Notes**."

(2) The initial Benchmark Rate for the Floating Rate Notes is Term SOFR. Term SOFR is calculated as described under "*Description of the Notes —Interest on the Secured Notes.*" The Interest Rate with respect to any Repriceable Class may be reduced in connection with a Re-Pricing of such Class of Secured Notes, subject to the conditions described under "*Description of the Notes—Re-Pricing of the Notes*."

Issuer:	Elmwood CLO 20 Ltd., an exempted company incorporated with limited liability in the Cayman Islands (the "**Issuer**").
Co-Issuer:	Elmwood CLO 20 LLC, a Delaware limited liability company (the "**Co-Issuer**" and, together with the Issuer, the "**Co-Issuers**").
Portfolio Manager:	Elmwood Asset Management LLC, a Delaware limited liability company ("**Elmwood**" and, in such capacity, the "**Portfolio Manager**"), until a successor Person shall have become the Portfolio Manager pursuant to the provisions of the Portfolio Management Agreement, and thereafter, "Portfolio Manager" shall mean such successor Person.
Trustee:.....	U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "**Trustee**").
Collateral Administrator:.....	U.S. Bank Trust Company, National Association, as collateral administrator (in such capacity, the "**Collateral Administrator**").
Placement Agent:.....	RBC Capital Markets, LLC and its Affiliates, as placement agent of the Notes (other than Direct Purchase Notes) (in such capacity, the "**Placement Agent**").
Eligible Purchasers:.....	The Notes are being offered hereby (i) to non-U.S. persons in offshore transactions in reliance on Regulation S ("**Regulation S**") under the Securities Act of 1933, as amended (the "**Securities Act**") and (ii) to persons that are (A) (1) qualified institutional buyers ("**Qualified Institutional Buyers**") within the meaning of Rule 144A under the Securities Act ("**Rule 144A**") and (2) Qualified Purchasers (as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "**Investment Company Act**")) ("**Qualified Purchasers**") or (B) in the case of Notes issued as Certificated Notes, (1) (x) institutional accredited investors (each an "**IAI**" or an "**Institutional Accredited Investor**") meeting the requirements of Rule 501(a)(1), (2), (3) or (7) under the Securities Act and (y) Qualified Purchasers or (2) accredited investors meeting the requirements of Rule 501(a) under the Securities Act ("**Accredited Investor**") and Knowledgeable Employees (as defined in Rule 3c-5 under the Investment Company Act and as used herein, "**Knowledgeable Employees**") with respect to the Issuer or entities owned exclusively by Knowledgeable Employees with respect to the Issuer. See "*Description of the Notes—Form, Denomination and Registration of the Notes*" and "*Transfer Restrictions.*"
Payments on the Notes:	
Distribution Dates.....	The [●] day of [●], [●], [●] and [●] of each year (or if such day is not a Business Day, the next succeeding Business Day), commencing in [●] 20[●], and each Redemption Date (other than a Redemption Date in connection with a Partial Redemption or Re-Pricing), each Post-Acceleration Distribution Date and, following the redemption or repayment in full of the Secured Notes, any dates designated by the Portfolio Manager (which dates may or may not be the dates stated above) upon [five] Business Days' prior written notice to the Trustee

	and the Collateral Administrator (each such date, a "**Distribution Date**").
Stated Notes Interest.....	Interest on the Secured Notes is payable at the applicable Interest Rate quarterly in arrears on each Distribution Date 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) in accordance with the Priority of Distributions.
Deferral of Interest.....	So long as any Priority Class of Secured Notes is Outstanding, to the extent interest is not paid on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (the "**Deferred Interest Notes**") in accordance with the Priority of Distributions on any Distribution Date, such amounts will be deferred and, while not added to the principal balance of the applicable Class of Secured Notes, will bear interest at the Interest Rate applicable to such Secured Notes until paid, and the failure to pay such amounts prior to the Stated Maturity will not be an Event of Default under the indenture governing the Notes, dated as of the Closing Date (the "**Indenture**"), among the Issuer, the Co-Issuer and the Trustee. See "*Description of the Notes—Interest*."
Stated Maturity.....	The Distribution Date in [●] 20[●] (the "**Stated Maturity**").
Principal Payments	The Secured Notes of each Class will mature at par on the Stated Maturity, unless previously redeemed or repaid prior thereto as described herein. During the Reinvestment Period, principal will not be payable on the Secured Notes except in an Optional Redemption, Partial Redemption, Re-Pricing Redemption, Mandatory Redemption, or Special Redemption. After the Reinvestment Period, principal will also be payable on the Secured Notes under the Note Payment Sequence under the Priority of Principal Proceeds.
Distributions on Subordinated Notes.....	The Subordinated Notes will not bear a stated rate of interest but will be entitled to receive distributions on each Distribution Date if and to the extent funds are available for such purpose. Payments will be made on the Subordinated Notes only pursuant to the Priority of Distributions. See "*Summary of Terms—Priority of Distributions*."
Redemption:	
Non-Call Period.....	During the period from the Closing Date to but excluding [●] [●], 20[●] (such period the "**Non-Call Period**"), the Notes are not subject to Optional Redemption, Partial Redemption or Re-Pricing but are subject to Mandatory Redemption, Special Redemption and redemption following a Tax Event.
Optional Redemption of Secured Notes	Subject to the satisfaction of conditions described herein, the Secured Notes are subject to redemption, in whole but not in part, on any Business Day: (i) after the occurrence of a Tax Event, at the written direction of (a) a Majority of any Class of Secured Notes that, as a result of the occurrence of such Tax Event, has not received 100% of the aggregate amount of principal and interest that would otherwise be due and payable to such Class (assuming for this purpose, if such Class of Notes is a Class of Deferred Interest Notes, that interest on such Class has not been deferred) on

any Distribution Date (each such Class, an "**Affected Class**") or (b) a Majority of the Subordinated Notes, if the Subordinated Notes are materially and adversely affected by a Tax Event, from the proceeds of the liquidation of the Assets; or

(ii) after the end of the Non-Call Period, (a) at the written direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction) from the proceeds of the liquidation of the Assets and/or Refinancing Proceeds or (b) at the written direction of the Portfolio Manager from the proceeds of the liquidation of the Assets if the Collateral Principal Amount as of the date of such direction by the Portfolio Manager is less than [20]% of the Aggregate Ramp-Up Par Amount.

In connection with any Optional Redemption of the Secured Notes, the Portfolio Manager will (unless the Redemption Price of all of the Secured Notes will be paid solely with Refinancing Proceeds) direct the sale of Assets in order to make payments as described under "*Description of the Notes—Optional Redemption and Partial Redemption.*"

Redemption of Subordinated Notes ..... The Subordinated Notes may be redeemed, in whole but not in part, on any Business Day on or after the redemption or repayment of the Secured Notes in full, at the direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), and the Subordinated Notes shall be redeemed in whole in the case of an Optional Redemption in connection with a Tax Event.

Purchase in Lieu of Redemption ..... The Portfolio Manager or its designee may elect, in its sole discretion, but will not be required, to purchase the Subordinated Notes of the Directing Holders that have directed an Optional Redemption (other than upon the occurrence of a Tax Event) at the Subordinated Notes NAV Amount, in lieu of effecting the Optional Redemption on behalf of the Issuer (a "**Purchase in Lieu of Redemption**"). Any Purchase in Lieu of Redemption will be subject to certain conditions as described in *"Description of the Notes—Purchase in Lieu of Redemption."*

Refinancing..... In connection with any Optional Redemption of the Secured Notes on or after the end of the Non-Call Period at the written direction of:

(i) a Majority of the Subordinated Notes; or

(ii) the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction),

the Issuer may enter into a loan or loans or effect an issuance of replacement notes ("**Refinancing Replacement Notes**" and, together with any such loan or loans, "**Refinancing Obligations**"), the terms of which loans or issuance will be negotiated by the Portfolio Manager on

	behalf of the Issuer, from one or more financial institutions or purchasers, and the proceeds thereof will be applied to pay the Redemption Price of the Secured Notes on the Redemption Date. Any Refinancing will be subject to certain conditions as described in "*Description of the Notes—Optional Redemption and Partial Redemption*."
Partial Redemption.....	In addition, subject to the satisfaction of conditions described herein, at the written direction of: (i) a Majority of the Subordinated Notes; or (ii) the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), one or more Classes of Secured Notes may be subject to redemption (in whole but not in part with respect to each such Class to be redeemed) following the end of the Non-Call Period from Refinancing Proceeds and Available Redemption Interest Proceeds as described under "*Description of the Notes—Optional Redemption and Partial Redemption*."
Redemption Prices.....	The "**Redemption Price**" is, with respect to (a) any Class of Secured Notes, (i) an amount equal to 100% of the Aggregate Outstanding Amount thereof *plus* (ii) accrued and unpaid interest thereon (including any Deferred Interest and any accrued and unpaid interest on any Deferred Interest) to the Redemption Date or the Re-Pricing Date, as applicable, and (b) any Subordinated Note, its proportional share (based on the Aggregate Outstanding Amount of such Subordinated Note) of the amount of the proceeds of the Assets remaining after giving effect to the redemption in full of the Secured Notes and payment in full of (and/or creation of a reserve for) all expenses (including all Administrative Expenses) of the Co-Issuers and all other amounts payable senior to the Subordinated Notes under the Priority of Distributions; *provided* that 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 in any Optional Redemption (including a Refinancing), in which case, such reduced price will be the Redemption Price for such Class; *provided*, *further*, that Holders of 100% of the Aggregate Outstanding Amount of the Subordinated Notes may elect to receive alternative consideration (in whole or in part) as the Redemption Price payable in respect of the Subordinated Notes. For the avoidance of doubt, in connection with a Mandatory Tender and transfer of Secured Notes of a Re-Priced Class held by Non-Consenting Holders, the Secured Notes subject to such Mandatory Tender and transfer shall not be redeemed and shall remain Outstanding from and after the related Re-Pricing Date notwithstanding the receipt of the Redemption Price delivered to such Non-Consenting Holders in connection therewith.
Special Redemption.....	Subject to the satisfaction of conditions described herein, the Secured Notes will be subject to redemption in part during the Reinvestment Period at the direction of the Portfolio Manager if the Portfolio Manager in its sole discretion notifies the Trustee that it is unable to

	identify additional Collateral Obligations for reinvestment for a period of at least [30] consecutive Business Days. In addition, subject to the satisfaction of conditions described herein, the Secured Notes may be subject to redemption in part after the Effective Date to the extent necessary to obtain Effective Date Ratings Confirmation. See "*Description of the Notes—Special Redemption*."
Mandatory Redemption	If a Coverage Test or, during the Reinvestment Period, the Reinvestment Overcollateralization Test, is not met on any Determination Date on which such test is applicable, the Issuer shall (or, in the case of the Reinvestment Overcollateralization Test, may) apply available amounts in the Payment Account on the related Distribution Date to make payments as required pursuant to the Priority of Distributions to the extent necessary to achieve compliance with such test. See "*Description of the Notes—Mandatory Redemption*."
Re-Pricing of the Notes:.....	On any Business Day after the Non-Call Period, at the written direction of (i) a Majority of the Subordinated Notes or (ii) the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), the Issuer or the Co-Issuers, as applicable, will reduce the spread over the Benchmark Rate (or, in the case of any Fixed Rate Notes, the fixed interest rate) with respect to any Class of Secured Notes designated under "*Principal Terms of the Notes*" as a Repriceable Class (each such Class a "**Repriceable Class**"). The Holders of the proposed Re-Priced Class will be provided notice of the Re-Pricing and the opportunity to consent thereto. The Notes of a proposed Re-Priced Class held by Holders which do not consent to such Re-Pricing will be subject to Mandatory Tender and transfer at the applicable Redemption Price to transferees designated by, or on behalf of, the Issuer or will be redeemed by the Issuer. There are certain other restrictions on the ability of the Issuer to effect a Re-Pricing. See "*Description of the Notes—Re-Pricing of the Notes*."
Additional Issuance:	At any time during the Reinvestment Period (or, in the case of an issuance of additional Subordinated Notes and/or Junior Mezzanine Notes, at any time), the Issuer or the Co-Issuers, as applicable, may issue and sell additional Notes ("**Additional Notes**") of each Class on a *pro rata* basis with respect to each Class of Notes (except a larger proportion of Subordinated Notes may be issued) and/or additional secured or unsecured notes of one or more new classes that are junior in right of payment to the Secured Notes (the "**Junior Mezzanine Notes**") and use the net proceeds to purchase additional Collateral Obligations or for other purposes permitted under the Indenture if the conditions for such additional issuance described under "*Description of the Notes—The Indenture,*" *and* "*—Modification of Indenture—General Provisions*" and "*—Additional Issuance*" are met.
Cancellation of Notes:.....	All Notes that are redeemed or paid in full will forthwith be cancelled and may not be reissued or resold.
Priority of Distributions:	On each Distribution Date, Interest Proceeds and Principal Proceeds will be applied under the Priority of Distributions.
Application of Interest Proceeds	On each Distribution Date (other than a Post-Acceleration Distribution Date or the Stated Maturity), Interest Proceeds that are transferred into

the Payment Account will be applied in the following order of priority (the "**Priority of Interest Proceeds**"):

(A) (1) *first*, to the payment of taxes and governmental fees owing by the Issuer or the Co-Issuer, if any, and (2) *second*, to the payment of the accrued and unpaid Administrative Expenses (in the order set forth in the definition of such term); *provided* that, amounts paid pursuant to clause (2) and any Administrative Expenses paid from the Expense Reserve Account or from the Collection Account pursuant to the Indenture on or between Distribution Dates, collectively, may not exceed, in the aggregate, the Administrative Expense Cap; *provided*, *further*, that, on such Distribution Date, after the payment of Administrative Expenses pursuant to clause (2), the Portfolio Manager may, in its sole discretion, direct the Trustee to deposit to the Ongoing Expense Smoothing Account an amount equal to the lesser of (x) the Ongoing Expense Smoothing Shortfall and (y) the Ongoing Expense Excess Amount;

(B) to the payment to the Portfolio Manager of (1) *first*, any accrued and unpaid Base Management Fee in respect of the immediately preceding Collection Period and (2) *second*, (i) first, any accrued and unpaid Base Management Fee that has been previously deferred by operation of the Priority of Distributions with respect to prior Distribution Dates and (ii) second, any accrued and unpaid Base Management Fee that has been previously deferred voluntarily (less any portion thereof waived or deferred at the election of the Portfolio Manager in respect of such Distribution Date pursuant to the terms of the Portfolio Management Agreement); *provided* that, any voluntarily deferred Base Management Fees pursuant to clause (2)(ii) will be paid solely to the extent that, after giving effect on a *pro forma* basis to such payment, sufficient Interest Proceeds will remain to pay in full all current interest due on each Class of Secured Notes;

(C) to the payment *pro rata* of (x) any amounts due to a Hedge Counterparty under a Hedge Agreement other than amounts due as a result of the termination (or partial termination) of such Hedge Agreement and (y) any amounts due to a Hedge Counterparty under a Hedge Agreement pursuant to an early termination (or partial termination) of such Hedge Agreement as a result of a Priority Hedge Termination Event;

(D) to the payment of any accrued and unpaid interest (including any defaulted interest and any interest on defaulted interest) on the Class A Notes;

(E) to the payment of any accrued and unpaid interest (including any defaulted interest and any interest on defaulted interest) on the Class B-1 Notes and the Class B-2 Notes, *pro rata* and *pari passu* based on amounts due;

(F) if either of the Class A/B Coverage Tests is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause both Class A/B Coverage Tests to be met as of the related

Determination Date after giving effect to any payments made through this clause (F);

(G) to the payment of any accrued and unpaid interest (other than any Deferred Interest, but including interest on any Deferred Interest) on the Class C Notes;

(H) to the payment of any accrued and unpaid Deferred Interest on the Class C Notes;

(I) if either of the Class C Coverage Tests is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause both Class C Coverage Tests to be met as of the related Determination Date after giving effect to any payments made through this clause (I);

(J) to the payment of any accrued and unpaid interest (other than any Deferred Interest, but including interest on any Deferred Interest) on the Class D Notes;

(K) to the payment of any accrued and unpaid Deferred Interest on the Class D Notes;

(L) if either of the Class D Coverage Tests is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause both Class D Coverage Tests to be met as of the related Determination Date after giving effect to any payments made through this clause (L);

(M) to the payment of any accrued and unpaid interest (other than any Deferred Interest, but including interest on any Deferred Interest) on the Class E Notes;

(N) to the payment of any accrued and unpaid Deferred Interest on the Class E Notes;

(O) if the Class E Coverage Test is not satisfied on the related Determination Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to cause the Class E Coverage Test to be met as of the related Determination Date after giving effect to any payments made through this clause (O);

(P) to the payment of any accrued and unpaid interest (other than any Deferred Interest, but including interest on any Deferred Interest) on the Class F Notes;

(Q) to the payment of any accrued and unpaid Deferred Interest on the Class F Notes;

(R) (1) if, with respect to the first Distribution Date, the Effective Date has not occurred, all remaining Interest Proceeds shall be deposited into the Collection Account to be applied as Interest Proceeds on the next Distribution Date and (2) on any Distribution Date following the Effective Date, if Effective Date

Ratings Confirmation has not been obtained, for application as Principal Proceeds in connection with a Special Redemption or to purchase Collateral Obligations in an amount sufficient to obtain Effective Date Ratings Confirmation, in each case, as directed by the Portfolio Manager in its sole discretion;

(S) during the Reinvestment Period, if the Reinvestment Overcollateralization Test is not satisfied on the related Determination Date, for deposit to the Collection Account as Principal Proceeds in an amount equal to the lesser of (i) 50% of the remaining Interest Proceeds after application of Interest Proceeds pursuant to clauses (A) through (R) above and (ii) the amount necessary to cause the Reinvestment Overcollateralization Test to be satisfied as of such Determination Date after giving effect to any payments made through this clause (S), as instructed by the Portfolio Manager, to be applied to purchase additional Collateral Obligations or, on any Distribution Date after the Non-Call Period, at the election of the Portfolio Manager, to the payment of the Secured Notes in accordance with the Note Payment Sequence;

(T) to the payment to the Portfolio Manager of (1) *first*, any accrued and unpaid Subordinated Management Fee in respect of the immediately preceding Collection Period and (2) *second*, (i) first, any accrued and unpaid Subordinated Management Fee that has been previously deferred by operation of the Priority of Distributions with respect to prior Distribution Dates, together with any accrued interest thereon and (ii) second, any accrued and unpaid Subordinated Management Fee that has been previously deferred voluntarily (less any portion thereof waived or deferred at the election of the Portfolio Manager in respect of such Distribution Date pursuant to the terms of the Portfolio Management Agreement);

(U) to the payment of (1) *first*, any Administrative Expenses not paid pursuant to clause (A)(2) above due to the Administrative Expense Cap (in the priority stated in clause (A)(2) above) and (2) *second*, *pro rata* based on amounts due, any amounts due to any Hedge Counterparty under any Hedge Agreement not otherwise paid pursuant to clause (C) above;

(V) at the direction of the Portfolio Manager (with the consent of a Majority of the Subordinated Notes), for deposit into the Permitted Use Account as the Supplemental Reserve Amount, all or a portion of remaining Interest Proceeds after application of Interest Proceeds pursuant to clauses (A) through (U) above;

(W) to pay to each Contributor, *pro rata* based on the aggregate amount of Contribution Repayment Amounts owing on such Distribution Date, the aggregate amount of such Contribution Repayment Amounts owing to each such Contributor until all such amounts have been paid in full;

(X) to the Holders of the Subordinated Notes in an amount necessary (taking into account all payments made to the Holders of the Subordinated Notes on prior Distribution Dates) to cause the Incentive Management Fee Threshold to be satisfied;

(Y) to the payment to the Portfolio Manager of (1) *first*, [20]% of any remaining Interest Proceeds (after giving effect to the payments under clauses (A) through (X) above) as part of the Incentive Management Fee (less any portion thereof waived or deferred at the election of the Portfolio Manager in respect of such Distribution Date) in respect of such Distribution Date and (2) *second*, any accrued and unpaid Incentive Management Fee that has been previously deferred (including any accrued and unpaid interest thereon); and

(Z) any remaining Interest Proceeds shall be paid to the Holders of the Subordinated Notes.

Application of Principal Proceeds ..... On each Distribution Date (other than a Post-Acceleration Distribution Date or the Stated Maturity), Principal Proceeds with respect to the related Collection Period (except for any Principal Proceeds that will be used to settle binding commitments entered into prior to the related Determination Date for the purchase of Collateral Obligations in accordance with the terms of the Indenture) will be applied in the following order of priority (the "**Priority of Principal Proceeds**"):

(A) to pay the amounts referred to in the following clauses of the Priority of Distributions described under the Priority of Interest Proceeds (in the order of priority set forth therein): (1) clauses (A) through (F), (2) if the Class C Notes are the Controlling Class, clauses (G) and (H), (3) clause (I), (4) if the Class D Notes are the Controlling Class, clauses (J) and (K), (5) clause (L), (6) if the Class E Notes are the Controlling Class, clauses (M) and (N), (7) clause (O), and (8) if the Class F Notes are the Controlling Class, clauses (P) and (Q), in each case to the extent not paid in full under the Priority of Interest Proceeds;

(B) (1) if the Secured Notes are to be redeemed on such Distribution Date in connection with a Tax Event, a Special Redemption or an Optional Redemption, to the payment of the Redemption Price (without duplication of any payments received by any Class of Secured Notes pursuant to the Priority of Interest Proceeds or under clause (A) above) in accordance with the Note Payment Sequence, or (2) on any Distribution Date on or after the Secured Notes have been paid in full, if the Subordinated Notes are to be redeemed in part or in whole on such Distribution Date in connection with an Optional Redemption of the Subordinated Notes, the remaining funds will be distributed pursuant to clauses (E) through (K) below;

(C) on any Distribution Date occurring during the Reinvestment Period, to the purchase of additional Collateral Obligations or Eligible Investments pending the purchase of such Collateral Obligations, and after the Reinvestment Period, to purchase additional Collateral Obligations with Eligible Post-Reinvestment Proceeds;

(D) on any Distribution Date occurring after the Reinvestment Period, for payment in accordance with the Note Payment Sequence after taking into account payments made pursuant to the Priority of Interest Proceeds and clauses (A) through (C) above;

(E) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated Notes are being redeemed on such Distribution Date), to the payment to the Portfolio Manager any accrued and unpaid Base Management Fee or Subordinated Management Fee (including any accrued but unpaid Subordinated Management Fee from any prior Distribution Date and any accrued but unpaid interest thereon);

(F) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated Notes are being redeemed on such Distribution Date), to the payment of the Administrative Expenses, in the order of priority set forth in clause (A)(2) of the Priority of Interest Proceeds (without regard to the Administrative Expense Cap), but only to the extent not previously paid in full under the Priority of Interest Proceeds or clause (A) above;

(G) to pay to each Contributor, *pro rata* based on the aggregate amount of Contribution Repayment Amounts owing on such Distribution Date, the aggregate amount of such Contribution Repayment Amounts owing to each such Contributor until all such amounts have been paid in full;

(H) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated Notes are being redeemed on such Distribution Date), to the payment *pro rata* based on amounts due, of any amounts due to any Hedge Counterparty under any Hedge Agreement not previously paid in full under the Priority of Interest Proceeds or clause (A) above;

(I) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated Notes are being redeemed on such Distribution Date), for payment to the Holders of the Subordinated Notes in an amount necessary (taking into account all payments made to the Holders of the Subordinated Notes on prior Distribution Dates and all payments made under the Priority of Interest Proceeds on such Distribution Date) to cause the Incentive Management Fee Threshold to be satisfied;

(J) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated Notes are being redeemed on such Distribution Date), to the payment to the Portfolio Manager of (1) *first*, [20]% of any remaining Principal Proceeds (after giving effect to the payments under clauses (A) through (I) above) as part of the Incentive Management Fee (less any portion thereof waived or deferred at the election of the Portfolio Manager in respect of such Distribution Date) in respect of such Distribution Date and (2) *second*, any accrued and unpaid Incentive Management Fee that has been previously deferred (including any accrued and unpaid interest thereon); and

(K) on any Distribution Date occurring after the Reinvestment Period (or during the Reinvestment Period if the Subordinated

Notes are being redeemed on such Distribution Date), all remaining Principal Proceeds for payment to the Holders of the Subordinated Notes as additional distributions thereon.

Application of Proceeds on Post-Acceleration Distribution Dates and Stated Maturity..... On each Post-Acceleration Distribution Date or on the Stated Maturity, all Interest Proceeds and all Principal Proceeds with respect to the related Collection Period will be applied in the following order of priority (the "**Post-Acceleration Priority of Proceeds**"):

(A) to pay all amounts under clauses (A) through (C) of the Priority of Interest Proceeds in the priority and subject to the limitations stated therein; *provided* that, the Administrative Expense Cap shall not apply to amounts payable (including indemnities) to the Collateral Administrator or the Trustee, in each of their capacities under the Transaction Documents following commencement of the liquidation of the Assets pursuant to the Indenture;

(B) for payment in accordance with the Note Payment Sequence;

(C) to the payment of (1) *first*, any Administrative Expenses not paid pursuant to clause (A) above due to the Administrative Expense Cap (in the priority stated in clause (A)(2) of the Priority of Interest Proceeds) and (2) *second*, *pro rata* based on amounts due, any amounts due to any Hedge Counterparty under any Hedge Agreement pursuant to an early termination (or partial termination) of such Hedge Agreement not otherwise paid pursuant to clause (A) above;

(D) to the payment to the Portfolio Manager of any accrued and unpaid Subordinated Management Fee (less any portion thereof waived at the election of the Portfolio Manager in respect of such Distribution Date pursuant to the terms of the Portfolio Management Agreement);

(E) to pay to each Contributor, *pro rata* based on the aggregate amount of Contribution Repayment Amounts owing on such Distribution Date, the aggregate amount of such Contribution Repayment Amounts owing to each such Contributor until all such amounts have been paid in full;

(F) to the Holders of the Subordinated Notes in an amount necessary (taking into account all payments made to the Holders of the Subordinated Notes on prior Distribution Dates) to cause the Incentive Management Fee Threshold to be satisfied;

(G) to the payment to the Portfolio Manager of (1) *first*, [20]% of any remaining Interest Proceeds and Principal Proceeds (after giving effect to the payments under clauses (A) through (F) above) as the Incentive Management Fee (less any portion thereof waived at the election of the Portfolio Manager in respect of such Distribution Date) in respect of such Distribution Date and (2) *second*, any accrued and unpaid Incentive Management Fee that has been previously deferred (including any accrued and unpaid interest thereon); and

(H) any remaining Interest Proceeds and Principal Proceeds to the Holders of the Subordinated Notes.

Note Payment Sequence..... "**Note Payment Sequence**" means payments in the following order:

(A) to the payment of any accrued and unpaid interest on the Class A Notes, until such amount has been paid in full;

(B) to the payment of principal of the Class A Notes until such amount has been paid in full;

(C) to the payment of any accrued and unpaid interest on the Class B-1 Notes and the Class B-2 Notes, *pro rata* and *pari passu* based on amounts due, until such amounts have been paid in full;

(D) to the payment of principal of the Class B-1 Notes and the Class B-2 Notes, *pro rata* and *pari passu* based on amounts outstanding, until such amounts have been paid in full;

(E) to the payment of first any accrued and unpaid interest (including any interest on Deferred Interest) and then any accrued and unpaid Deferred Interest on the Class C Notes, until such amounts have been paid in full;

(F) to the payment of principal of the Class C Notes until such amount has been paid in full;

(G) to the payment of first any accrued and unpaid interest (including any interest on Deferred Interest) and then any accrued and unpaid Deferred Interest on the Class D Notes until such amounts have been paid in full;

(H) to the payment of principal of the Class D Notes until such amount has been paid in full;

(I) to the payment of first any accrued and unpaid interest (including any interest on Deferred Interest) and then any accrued and unpaid Deferred Interest on the Class E Notes until such amounts have been paid in full;

(J) to the payment of principal of the Class E Notes until such amount has been paid in full;

(K) to the payment of first any accrued and unpaid interest (including any interest on Deferred Interest) and then any accrued and unpaid Deferred Interest on the Class F Notes until such amounts have been paid in full; and

(L) to the payment of principal of the Class F Notes until such amount has been paid in full.

Management Fees:..... On each Distribution Date, the Portfolio Manager is entitled to receive the following Management Fees (calculated as described in "*The Portfolio Management Agreement—Compensation of the Portfolio Manager*") in accordance with the Priority of Distributions:

(i) a Base Management Fee in the amount of [0.15]% *per annum* of the Fee Basis Amount at the beginning of the Collection Period relating to such Distribution Date;

(ii) a Subordinated Management Fee in the amount of [0.25] % *per annum* of the Fee Basis Amount at the beginning of the Collection Period relating to such Distribution Date; and

(iii) an Incentive Management Fee, commencing on the Distribution Date on which the Incentive Management Fee Threshold has been satisfied, in an amount equal to the sum of (i) [20]% of Interest Proceeds remaining after payment of all amounts payable senior to the Incentive Management Fee in the Priority of Interest Proceeds on such Distribution Date, (ii) [20]% of Principal Proceeds remaining after payment of all amounts payable senior to the Incentive Management Fee in the Priority of Principal Proceeds on such Distribution Date and (iii) [20]% of Interest Proceeds and Principal Proceeds remaining after payment of all amounts payable senior to the Incentive Management Fee in the Post-Acceleration Priority of Proceeds on such Distribution Date.

Waiver of Management Fee..... The Portfolio Manager, in its sole discretion, may waive all or any portion of the Management Fee and direct such waived fees to be applied to a Permitted Use.

Deferral of Management Fee..... The Portfolio Manager, in its sole discretion, may defer payment of any accrued and unpaid Base Management Fee, Subordinated Management Fee or Incentive Management Fee to a future Distribution Date; *provided* that, no deferred Base Management Fee that the Portfolio Manager has elected to subsequently receive may be paid on a Distribution Date on which the payment of such deferred amount would cause the deferral or non-payment of interest on any Class of Secured Notes. If on any Distribution Date there are insufficient funds in accordance with the Priority of Distributions to pay the Base Management Fee or Subordinated Management Fee in full, then a portion of the Base Management Fee or Subordinated Management Fee equal to the shortfall will be deferred and will be payable on such later Distribution Date on which funds are available therefor in accordance with the Priority of Distributions. Any accrued and unpaid Subordinated Management Fee that is deferred by operation of the Priority of Distributions shall accrue interest at a *per annum* rate of the Benchmark Rate plus [3.00]%, payable in accordance with the Priority of Distributions.

Security for the Secured Notes:

General..... The Secured Notes will be secured by the Assets, which include the various accounts pledged under the Indenture. In purchasing Collateral Obligations, the Portfolio Manager on behalf of the Issuer is required to reasonably believe that the Collateral Quality Test, the Coverage Tests, the Concentration Limitations and various other criteria will be satisfied (or, if not satisfied, to the extent explicitly provided for in the Indenture, maintained or improved). In reinvesting Sale Proceeds and Principal Proceeds received from distributions of principal with respect to any Collateral Obligation, the Issuer will be required to meet various

other specified criteria. See "*Security for the Secured Notes*." Substantially all of the Collateral Obligations will be rated below investment grade and accordingly will have greater credit risk than investment grade corporate obligations. See "*Risk Factors—Relating to the Assets*."

Collateral Obligations..... A "**Collateral Obligation**" will be any loan or Permitted Non-Loan Asset (including a Participation Interest therein) held by the Issuer that as of the date the Issuer commits to acquire such obligation:

(i) is U.S. Dollar denominated and is not convertible by (a) the Issuer or (b) the obligor of such Collateral Obligation into any other currency;

(ii) unless such obligation is Uptier Priming Debt, is not a Defaulted Obligation (unless such Defaulted Obligation is being acquired in connection with an Exchange Transaction) or a Credit Risk Obligation (unless such Credit Risk Obligation is a DIP Collateral Obligation or is being acquired in connection with an Exchange Transaction);

(iii) is not a lease;

(iv) is not a Structured Finance Obligation;

(v) is not a Synthetic Security;

(vi) is not an obligation that is subject to a Securities Lending Agreement;

(vii) if a Partial Deferrable Obligation, is not currently in default with respect to the portion of the interest due thereon to be paid in cash on each payment date with respect thereto;

(viii) provides for a fixed amount of principal payable 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;

(ix) does not constitute Margin Stock;

(x) gives rise only to payments that do not subject the Issuer to withholding tax or similar tax, other than any taxes imposed pursuant to FATCA and withholding or similar taxes in respect of payments on (x) amendment, waiver, consent and extension fees and (y) commitment fees or similar fees, unless the related obligor is required to make "gross-up" payments that ensure that the net amount actually received by the Issuer will equal the full amount that the Issuer would have received had no such taxes been imposed;

(xi) has an S&P Rating of at least “CCC-” and a Moody's Rating of at least "Caa3" (unless, in each case, such obligation is being acquired in connection with an Exchange Transaction or is a Pending Rating DIP Collateral Obligation);

(xii) is not a debt obligation whose repayment is subject to substantial non-credit related risk as determined by the Portfolio Manager;

(xiii) except for Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations, is not an obligation pursuant to which any future advances or payments, other than Excepted Advances, to the obligor thereof may be required to be made by the Issuer;

(xiv) will not require the Issuer, the Co-Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;

(xv) is not subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action (each, an "**Offer**") for a price less than its purchase price *plus* all accrued and unpaid interest;

(xvi) is not issued by an Emerging Market Obligor;

(xvii) is not (A) a Deferrable Obligation or (B) a Zero-Coupon Obligation;

(xviii) is a Secured Loan Obligation, Senior Unsecured Loan, DIP Collateral Obligation or Permitted Non-Loan Asset;

(xix) is not a letter of credit;

(xx) if such obligation is a "registration-required obligation" as defined in Section 163(f)(2)(A) of the Code, is Registered;

(xxi) is scheduled to pay interest semi-annually or more frequently;

(xxii) is not an Equity Security or by its terms convertible into or exchangeable for an Equity Security and does not include an attached equity warrant; *provided*, that, for the avoidance of doubt, this limitation will not prohibit, limit or otherwise affect any equity or security or warrant described in this clause (xxii) purchased or otherwise received by the Issuer in connection with a default, workout, restructuring, plan of reorganization or similar event as part of an exchange of, or distribution on, a Collateral Obligation;

(xxiii) [Reserved];

(xxiv) is not issued by an obligor (treating co-borrowers and, in the case of a Drop Down Asset, any Unrestricted Subsidiary, as a single obligor for this purpose) having a total potential indebtedness (as determined by original or subsequent issuance size, at the time of purchase by the Issuer, whether drawn or undrawn) under all loan agreements, indentures, and other underlying instruments entered into directly or indirectly by such issuer as of such date of less than U.S.$[150,000,000];

(xxv) (A) is not issued by an obligor Domiciled in Italy, Portugal, Greece, Spain or Russia and (B) is not issued by an obligor organized in Ireland unless, in the Portfolio Manager's good

faith estimate, the country in which a substantial portion of such obligor's operations is located or from which a substantial portion of its revenue is derived (directly or through subsidiaries) is not Ireland;

(xxvi) does not have an "f," "p," "sf" or "t" subscript assigned by S&P or an "sf" subscript assigned by Moody's;

(xxvii) is not a Real Estate Loan;

(xxviii) except for DIP Collateral Obligations, is purchased at a price not less than the Minimum Price; and

(xxix) is not a Prohibited Obligation.

In addition, (i) any Restructured Obligation determined to be a "Workout Obligation" in accordance with the terms specified in the definition of "Workout Obligation" shall be deemed to be a Collateral Obligation that is a "Defaulted Obligation" (and not a Restructured Obligation) and (ii) any Restructured Obligation determined to be a "Collateral Obligation" in accordance with the terms specified in this definition of "Collateral Obligation" shall constitute a Collateral Obligation (and not a Restructured Obligation), in each case, following satisfaction of the criteria set forth in the respective definitions.

The composition of the Collateral Obligations will change over time as a result of (i) the acquisition of additional Collateral Obligations during the Ramp-Up Period, (ii) scheduled and unscheduled principal payments on the Collateral Obligations, (iii) the exercise of an option, right of conversion, pre-emptive right, rights offerings, credit bid or similar right in connection with the workout or restructuring of a Collateral Obligation and (iv) sales of Assets and reinvestment of Sale Proceeds and other Principal Proceeds, subject to certain limitations. See "*Security for the Secured Notes—Sales of Collateral Obligations*; *Additional Collateral Obligations and Investment Criteria*."

Hedge Agreements:..... The Issuer does not expect to enter into any Hedge Agreements on the Closing Date. However, subject to certain restrictions, the Issuer is permitted to enter into one or more Hedge Agreements after the Closing Date with any one or more qualified Hedge Counterparties. See "*Security for the Secured Notes—Hedge Agreements.*"

Portfolio Management:..... Management of the Assets will be conducted by the Portfolio Manager pursuant to a portfolio management agreement to be entered into between the Issuer and the Portfolio Manager (the "**Portfolio Management Agreement**"). Under the Portfolio Management Agreement, and subject to the limitations of the Indenture, the Portfolio 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.

Use of Proceeds:..... The net proceeds from the issuance of the Notes, after (i) payment of applicable fees and expenses in connection with the structuring and sale of the Notes (including, without limitation, payment of certain fees to the Placement Agent and making a deposit into the Expense Reserve Account (to pay expenses following the Closing Date)), (ii) repayment

of amounts due under the Warehouse Agreement and (iii) making deposits into certain other Accounts of the Issuer, will be used on the Closing Date to make a deposit into Ramp-Up Account for the purchase of additional Collateral Obligations during the Ramp-Up Period. Subject to the Interest Transfer Restriction, no later than the [second] Determination Date, any amounts remaining in the Ramp-Up Account (excluding any proceeds that are required to settle binding commitments entered into prior to the date of transfer) will be transferred by the Trustee at the direction of the Portfolio Manager into the Collection Account as Interest Proceeds or Principal Proceeds as designated by the Portfolio Manager in its sole discretion. See "*Use of Proceeds*" and "*Security for the Secured Notes—The Ramp-Up Account.*"

Contributions: ..... At any time during or after the Reinvestment Period, (i) with the consent of the Portfolio Manager, any holder of Subordinated Notes may make a contribution of cash to the Issuer, (ii) with the consent of the Portfolio Manager, any holder of Subordinated Notes may make a contribution of other property to the Issuer and/or (iii) with no less than [seven] Business Days' (or such shorter period agreed to by the Issuer and the Trustee) notice to the Issuer and the Trustee, a Majority of Subordinated Notes held in the form of Certificated Notes may designate as a contribution to the Issuer any portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed to such Holder in accordance with the Priority of Distributions (any of the foregoing, a "**Contribution**" and each such Holder, a "**Contributor**"); *provided* that any Contribution described in clause (ii) shall (as determined by the Portfolio Manager on behalf of the Issuer) comply with the Tax Guidelines or Tax Advice to the effect that such action will not cause 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.

The Trustee shall, at the direction of the Portfolio Manager and within one Business Day of the Trustee having received written notice that the Portfolio Manager has consented to such Contribution, notify the remaining Holders of the Subordinated Notes of its receipt thereof, extend to the other Holders of Subordinated Notes the opportunity to participate in the related Contribution in proportion to their then-current ownership of Subordinated Notes. In the case of a participation in a Contribution of property as described in clause (ii) above, the amount for which a Holder may elect to participate in such Contribution will be determined on the basis of the value of such property as determined by the Portfolio Manager. Any Holder of existing Subordinated Notes that has not, within [five] Business Days (the "**Contribution Participation Option Period**") after delivery of such notice of a Contribution from the Trustee, elected to participate in such Contribution by delivery of a notice thereof (a "**Contribution Participation Notice**") in respect thereof to the Issuer (with a copy to the Portfolio Manager) and the Trustee will be deemed to have irrevocably declined to participate in such Contribution. The Issuer (or the Trustee on its behalf) will not accept any Contribution until after the expiration of the Contribution Participation Option Period; *provided* that, a Contribution of the type described in clause (iii) above may be accepted prior to the expiration of such period, but such acceptance shall not limit the right of a Holder to make a participating Contribution as described above (which, for the

avoidance of doubt, may be made following the related Distribution Date). Within one Business Day of the end of the Contribution Participation Option Period, the Trustee will provide notice to each Contributor of the amount of such Contribution owed by such Contributor, and such Contributor will be required to deliver funds to the Trustee (with notice to the Issuer, the Portfolio Manager and a Majority of the Subordinated Notes) to be received by the Trustee with a notice of Contribution in the form attached to the Indenture, which notice will be required to include the wiring instructions, contact information and any other information requested by the Issuer or the Trustee as necessary for the repayment of such Contribution pursuant to the Priority of Distributions.

Contributions shall be received into the Permitted Use Account and applied by the Portfolio Manager on behalf of the Issuer to a Permitted Use as directed by the Contributor at the time such Contribution is made (or, if no direction is given by the Contributor, at the Portfolio Manager's discretion).

Any income earned on amounts deposited in the Permitted Use Account shall be deposited in the Permitted Use Account. No Contribution or portion thereof will be permitted to be returned to the Contributor at any time (other than by operation of the Priority of Distributions). Contributions of cash shall be repaid to the Contributor (in accordance with the payment instructions provided to the Trustee by each Contributor) on the first Distribution Date or Distribution Dates on which funds in respect thereof are available in accordance with the Priority of Distributions, together with a specified rate of return as agreed by the Portfolio Manager and a Majority of the Subordinated Notes, with notice to the Issuer, the Collateral Administrator and the Trustee delivered no later than the related Determination Date (such applicable amount inclusive of the Contribution, the "**Contribution Repayment Amount**").

Permitted Use: ..... With respect to (a) any Supplemental Reserve Amount, (b) any Contribution received into the Permitted Use Account, (c) as determined by the Portfolio Manager in its sole discretion, any amounts in respect of Management Fees waived by the Portfolio Manager in accordance with the Portfolio Management Agreement or (d) Additional Junior Notes Proceeds, any of the following uses, in each case, subject to the applicable limitations set forth in the Indenture: (i) the transfer of the applicable portion of such amount to the Interest Collection Account for application as Interest Proceeds; (ii) the transfer of the applicable portion of such amount to the Principal Collection Account for application as Principal Proceeds; (iii) the making of payments in connection with the exercise of an option, warrant, right of conversion, pre-emptive right, rights offering, credit bid or similar right received in connection with the workout or restructuring of a Collateral Obligation; (iv) the transfer of the applicable portion of such amount to the Ongoing Expense Smoothing Account (without regard for any applicable cap on amounts to be deposited in such Account) for payment of accrued and unpaid Administrative Expenses in connection with any Optional Redemption, Partial Redemption, Re-Pricing Redemption or an issuance of Additional Notes in each case subject to the limitations set forth in the Indenture; (v) to be used for payment of expenses incurred in

	connection with a liquidation of the Co-Issuers or to pay additional expenses arising after the Reinvestment Period, subject to the limitations set forth in the Indenture; (vi) the purchase of Restructured Obligations, Workout Instruments or Collateral Obligations, (vii) the purchase of Notes in accordance with the Indenture or (viii) any other use of funds permitted under the Indenture; *provided* that, in the case of Contributions received into the Permitted Use Account, once designated, such amounts may not subsequently be re-designated for a different Permitted Use.
Ramp-Up Period:.....	The period commencing on the Closing Date and ending on the Effective Date is referred to herein as the "**Ramp-Up Period**." Any Collateral Obligations purchased on or prior to the Closing Date, together with additional Collateral Obligations purchased during the Ramp-Up Period, must satisfy, as of the Effective Date, the Collateral Quality Test and the Overcollateralization Ratio Tests. Subject to the Interest Transfer Restriction, if the expected Collateral Obligations are purchased by the end of the Ramp-Up Period, but no later than the [second] Determination Date, any excess funds reserved for that purpose will be transferred to the Collection Account as Interest Proceeds or Principal Proceeds as designated by the Portfolio Manager in its sole discretion. If, on or before the Determination Date relating to the [second] Distribution Date, Effective Date Ratings Confirmation has not been obtained, the Portfolio Manager on the Issuer's behalf will be required to take the steps described under "*Use of Proceeds—Ramp-Up Period*."
Reinvestment Period:	The "**Reinvestment Period**" will be the period from and including the Closing Date to and including the earliest of (i) the Distribution Date in [●] 20[●], (ii) the date on which the maturity of the Secured Notes is accelerated due to an Event of Default as described under "*Description of the Notes—The Indenture*," (iii) the end of the Collection Period related to a Redemption Date in connection with an Optional Redemption of the Subordinated Notes through a liquidation and (iv) the occurrence of a Special Redemption pursuant to clause (i) of the definition thereof; *provided* that if terminated other than pursuant to clause (i) of this definition, the Reinvestment Period will be reinstated and continue upon (a) the direction of the Portfolio Manager with the consent of a Majority of the Subordinated Notes and (b) in the case of termination pursuant to clause (ii) of this definition, rescission of the acceleration by a Majority of the Controlling Class as provided in the Indenture so long as no other event that would terminate the Reinvestment Period has occurred and is continuing; *provided*, *further*, that the Issuer will provide notice to the Rating Agency upon each termination and/or reinstatement of the Reinvestment Period, as applicable. The Reinvestment Period cannot be reinstated if terminated pursuant to clause (i) of this definition. See "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria.*"
Collateral Quality Test:.....	The "**Collateral Quality Test**" is used as a criterion for purchasing Collateral Obligations. The Collateral Quality Test consists of the following tests: (i) the Minimum Fixed Coupon Test;

(ii) the Minimum Floating Spread Test;

(iii) the Weighted Average Rating Factor Test;

(iv) solely during the Reinvestment Period, the Diversity Test;

(v) [solely during the Reinvestment Period,] the S&P CDO Monitor Test;

(vi) the S&P Minimum Weighted Average Recovery Rate Test; and

(vii) the Weighted Average Life Test.

The Collateral Quality Test will be satisfied if, as of any date on which a determination is required pursuant to the Indenture at, or subsequent to, the Effective Date, 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 above (or, unless otherwise explicitly provided for in the Indenture, if any such test is not satisfied, the results of such test are maintained or improved). See "*Security for the Secured Notes—The Collateral Quality Test*."

Concentration Limitations: ..... The "**Concentration Limitations**" will be satisfied if, as of any date of determination at or subsequent to, the Effective Date, 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 comply with all of the requirements set forth below, calculated in each case in accordance with the Collateral Assumptions (or, if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved except as expressly required under the Investment Criteria or Post-Reinvestment Period Criteria, as applicable):

Domicile of Obligor..... (i) no more than the percentage listed below of the Collateral Principal Amount may be 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]%	All countries (in the aggregate) other than the United States and Canada;
[20.0]%	All Group Countries in the aggregate;
[7.5]%	All Tax Advantaged Jurisdictions in the aggregate;
[10.0]%	All Group I Countries in the aggregate;
[10.0]%	Any individual Group I Country;
[10.0]%	All Group II Countries in the aggregate;
[7.5]%	Any individual Group II Country;
[7.5]%	All Group III Countries in the aggregate;
[5.0]%	Any individual Group III Country (other than Luxembourg); *provided* that, not more than [7.5]% of the Collateral Principal Amount may be issued by obligors Domiciled in Luxembourg; and

Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations	(ii)	unfunded commitments under Delayed Drawdown Collateral Obligations and unfunded and funded commitments under Revolving Collateral Obligations may not be more than [10.0]% of the Collateral Principal Amount;
Senior Secured Loans	(iii)	not less than [90.0]% of the Collateral Principal Amount may consist of Collateral Obligations that are Senior Secured Loans (including Participation Interests with respect to Senior Secured Loans);
Second Lien Loans, Senior Unsecured Loans and Permitted Non-Loan Assets	(iv)	not more than [10.0]% of the Collateral Principal Amount may consist of Collateral Obligations that are Second Lien Loans, Senior Unsecured Loans or Permitted Non-Loan Assets;
Fixed Rate Collateral Obligations	(v)	not more than [5.0]% of the Collateral Principal Amount may consist of fixed rate Collateral Obligations;
Participation Interests	(vi)	(a) not more than [10.0]% of the Collateral Principal Amount may consist of Participation Interests and (b) with respect to any Participation Interest, the Third-Party Credit Exposure Limits may not be exceeded;
Partial Deferrable Obligations	(vii)	not more than [5.0]% of the Collateral Principal Amount may consist of Partial Deferrable Obligations;
DIP Collateral Obligations	(viii)	not more than [7.5]% of the Collateral Principal Amount may consist of DIP Collateral Obligations; *provided* that DIP Collateral Obligations that are Uptier Priming Debt may consist of an additional [2.5]% of the Collateral Principal Amount;
Single Obligor	(ix)	not more than [2.0]% of the Collateral Principal Amount may consist of Collateral Obligations issued by a single obligor and its Affiliates; *provided* that Collateral Obligations issued by up to five obligors may each constitute up to [2.5]% of the Collateral Principal Amount; *provided*, *further*, that not more than [1.5]% of the Collateral Principal Amount may consist of Collateral Obligations that are not Senior Secured Loans issued by a single obligor and its Affiliates;
S&P Industry Classification	(x)	not more than [10.0]% of the Collateral Principal Amount may consist of obligations in the same S&P Industry Classification group, except that, without duplication (1) Collateral Obligations in three S&P Industry Classification groups may each constitute up to [12.0]% of the Collateral Principal Amount and (2) Collateral Obligations in one additional S&P Industry Classification group may constitute up to [15.0]% of the Collateral Principal Amount;
CCC Collateral Obligations	(xi)	not more than [7.5]% of the Collateral Principal Amount may consist of CCC Collateral Obligations
Caa Collateral Obligations	(xii)	not more than [7.5]% of the Collateral Principal Amount may consist of Caa Collateral Obligations;

Interest less frequently than quarterly	(xiii)	not more than [10.0]% of the Collateral Principal Amount may consist of Collateral Obligations that are required to pay interest less frequently than quarterly, and no portion of the Collateral Principal Amount may consist of Collateral Obligations that are required to pay interest less frequently than semi-annually;
Bridge Loans	(xiv)	not more than [2.5]% of the Collateral Principal Amount may consist of Bridge Loans;
Current Pay Obligations	(xv)	not more than [7.5]% of the Collateral Principal Amount may consist of Current Pay Obligations (other than Uptier Priming Debt);
Cov-Lite Loans	(xvi)	not more than [60.0]% of the Collateral Principal Amount may consist of Cov-Lite Loans; or such other percentage as may be specified in an amendment pursuant to clause [(xxxii)] of "*Description of the Notes—Modification of Indenture—Modifications without the Consent of Holders*";
Permitted Non-Loan Assets	(xvii)	not more than [5.0]% of the Collateral Principal Amount may consist of Collateral Obligations that are Permitted Non-Loan Assets;
Medium Facility Loans	(xviii)	not more than [5.0]% of the Collateral Principal Amount may consist of Medium Facility Loans;
Step-Up & Step-Down Obligations	(xix)	not more than [5.0]% of the Collateral Principal Amount may consist of Step-Up Obligations and Step-Down Obligations; and
Long-Dated Obligations	(xx)	not more than [2.0]% of the Collateral Principal Amount may consist of Long-Dated Obligations;
Coverage Tests:.....		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 Deferred Interest Notes and to make distributions on the Subordinated Notes must instead be used to pay principal on one or more Priority Classes. The "**Coverage Tests**" will consist of (a) the Overcollateralization Ratio Test and the Interest Coverage Test, each as applied to (i) both the Class A Notes and the Class B Notes (together, the "**Class A/B Coverage Tests**"), (ii) the Class C Notes (together, the "**Class C Coverage Tests**") and (iii) the Class D Notes (together, the "**Class D Coverage Tests**") and (b) the Overcollateralization Ratio Test, as applied to the Class E Notes (the "**Class E Coverage Test**"). Measurement of the degree of compliance with the Overcollateralization Ratio Tests will be required as of each Measurement Date. Measurement of the degree of compliance with the Interest Coverage Tests will be required as of the Determination Date immediately preceding the [second] Distribution Date (the "**Interest Coverage Tests Effective Date**") and each subsequent Measurement Date.
Overcollateralization Ratio Tests		The "**Overcollateralization Ratio Test**" with respect to any applicable Class of Secured Notes (other than the Class F Notes) as of any date of

determination at, or subsequent to, the Effective Date, will be satisfied if (a) the applicable Overcollateralization Ratio with respect to such Class is at least equal to the applicable "Required Overcollateralization Ratio" below with respect to such Class or (b) such Class of Secured Notes is no longer Outstanding.

Class	Required Overcollateralization Ratio (%)
A/B	[●]%
C	[●]%
D	[●]%
E	[●]%

Interest Coverage Tests ..... The "**Interest Coverage Test**" with respect to any specified Class or Classes of Notes (other than the Class E Notes and the Class F Notes) will be satisfied if (a) the applicable Interest Coverage Ratio for such Class or Classes is at least equal to the applicable "Required Interest Coverage Ratio" below with respect to such Class or Classes or (b) such Class or Classes of Notes is no longer Outstanding. The Interest Coverage Tests are required to be satisfied as of the Interest Coverage Tests Effective Date and each subsequent Measurement Date.

Class	Required Interest Coverage Ratio (%)
A/B	[●]%
C	[●]%
D	[●]%

Reinvestment Overcollateralization Test: ..... The "**Reinvestment Overcollateralization Test**" is a test that will be satisfied as of any Measurement Date during the Reinvestment Period if the Overcollateralization Ratio with respect to the Class E Notes as of such Measurement Date is at least equal to [●]%.

If the Reinvestment Overcollateralization Test is not satisfied on a Determination Date during the Reinvestment Period, Interest Proceeds may be applied pursuant to the Priority of Interest Proceeds to purchase additional Collateral Obligations or, after the Non-Call Period, at the election of the Portfolio Manager, to the payment of the Secured Notes in accordance with the Note Payment Sequence. See "*—Priority of Distributions—Application of Interest Proceeds.*"

Measurement of the degree of compliance with the Reinvestment Overcollateralization Test will be required as of each Measurement Date occurring during the Reinvestment Period.

Other Information:

Authorized denominations ..... The Notes will be issued in minimum denominations of [U.S.$250,000] and, in each case, integral multiples of U.S.$1.00 in excess thereof ("**Authorized Denominations**").

Listing, trading and form of Notes..... 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—The Notes will have limited liquidity and are subject to substantial transfer restrictions.*" The Notes will not be listed on any securities exchange.

	The Notes sold to persons who are Qualified Purchasers and Qualified Institutional Buyers will be represented by Global Notes in fully registered form without interest coupons to be deposited with a custodian for and registered in the name of a nominee of The Depository Trust Company ("**DTC**") (except to the extent that any such purchaser elects to acquire a Note issued in the form of a Certificated Note). The Notes sold to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act will be represented by Global Notes, in fully registered form without interest coupons to be deposited with a custodian for and registered in the name of a nominee of DTC for the accounts of Euroclear or Clearstream (except to the extent that any such purchaser elects to acquire a Note issued in the form of a Certificated Note). The Notes sold to U.S. persons who are (i) Accredited Investors that are also Knowledgeable Employees or (ii) Institutional Accredited Investors (and not Qualified Institutional Buyers) and Qualified Purchasers will be issued in definitive, fully registered form without interest coupons.
Governing law.....	The Notes and the Indenture will be governed by, and construed in accordance with, the laws of the State of New York.
Tax considerations	See "*Certain U.S. Federal Income Tax Considerations*".
ERISA	Investment in the Notes by employee benefit plans subject to ERISA, plans subject to Section 4975 of the Code and governmental, church, non-U.S. or other plans subject to substantially similar laws or regulations is subject to certain restrictions. See "*ERISA Considerations*."

RISK FACTORS

An investment in the Notes involves certain risks, including risks related to the assets securing the Notes and risks relating to the structure of the Notes and related arrangements. There can be no assurance that the Issuer will not incur losses on the Collateral Obligations or that investors in the Notes will receive a return of any or all of their investment. Prospective investors should carefully consider, among other things, the following factors, in addition to the matters set forth elsewhere in this Offering Circular, prior to investing in the Notes.

General Economic Risks

General economic conditions.

A downturn in the credit markets or other financial markets may occur at any time, which could result in a deterioration in the financial condition of various companies and obligors, and any such downturn and deterioration could be severe. While conditions in the credit and financial markets may subsequently improve, it is difficult to predict whether such improvements will continue or if conditions will deteriorate, and which markets, products, businesses and assets may experience this deterioration (or to what degree any such deterioration is dependent on monetary policies by central banks, including the Federal Reserve System). The Co-Issuers' ability to make payments on the Notes will depend in part on general economic conditions and the financial health of corporate borrowers. Negative trends or volatility in economic conditions generally or in particular financial and credit markets are likely to increase the number of non-performing Collateral Obligations and decrease the value and collectability of the Collateral Obligations. The business, financial condition or results of operations of the obligors on the Collateral Obligations may be adversely affected by a worsening of economic and business conditions. There is no assurance that conditions in the credit and other financial markets will not deteriorate and there is a material possibility that economic activity will be volatile over the moderate to long term. To the extent that economic and business conditions deteriorate, non-performing assets are likely to increase, and the value and collectability of the Collateral Obligations are likely to decrease. In addition, the Indenture imposes limitations on the Issuer's ability to utilize Interest Proceeds and Principal Proceeds in connection with restructuring any or all of the Collateral Obligations, or mitigating losses thereon. See "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*". Such limitations may act to prohibit the Issuer from taking advantage of offers by a distressed obligor of equity interests or other non-cash assets in exchange for reduction or elimination of such distressed obligor's debts, thereby disadvantaging the Issuer compared to other creditors of, and potential future lenders to, such distressed obligor. Even where the Issuer may avail itself of the foregoing options, there may be disincentives to do so as a result of the impact pursuing such options may have on the ability of the Issuer to satisfy the Coverage Tests and/or Collateral Quality Tests. As a result of the foregoing, the Issuer may forego participation in debt restructuring opportunities that it might otherwise consider to be in the best interests of the Holders of the Notes, which could exacerbate the risk of loss to the Issuer by virtue of impairment of the Issuer's relative position as a creditor of an obligor that is in financial distress. A decrease in market value of the Collateral Obligations would also adversely affect the Sale Proceeds that could be obtained upon the sale of the Collateral Obligations and could ultimately affect the ability of the Co-Issuers to pay in full or redeem the Secured Notes, as well as the ability to make any distributions in respect of the Subordinated Notes.

Negative economic trends, either globally, nationally or in specific geographic areas of the United States, could result in an increase in loan and bond defaults and delinquencies. In addition, certain industries may feel the impact of such negative economic trends more than others. There is a material possibility that economic activity will be volatile or will slow significantly, and some obligors may be significantly and negatively impacted by these negative economic trends. A decreased ability of obligors to obtain refinancing (particularly as high levels of required refinancings approach) may result in an economic decline that could cause a deterioration in loan and bond performance generally and lead to increased defaults and delinquencies in the loan market and bond market. In addition, negative economic trends would also increase the likelihood that major financial institutions or other entities having a significant impact on the financial and credit markets may suffer a bankruptcy or insolvency, as occurred during the recession in the U.S. economy several years ago. The bankruptcy or insolvency of any such entity may have an adverse effect on the Issuer and the Notes and may trigger future crises in the global credit markets and overall economy, which could have a significant adverse effect on the Issuer and the Notes.

The risks described in the two paragraphs above, as well as the risks described under "*—Collateral Obligation performance may deteriorate*" and "*— Illiquidity in the CDO, leveraged finance and fixed income markets may affect the holders of the Notes*", may be precipitated or exacerbated by geopolitical events, including, without limitation, wars, other military conflicts, trade wars, sanctions, embargoes and other international incidents. How long any such event will last, and what effect any such event will have on particular markets or obligors and, consequently, on the Issuer and the Notes, cannot be predicted.

Several nations, including the United States, the United Kingdom and within the European Union (the "**EU**"), are currently suffering from significant economic distress. There can be no assurance as to the resolution of the economic problems in those countries, nor as to whether such problems will spread to other countries or otherwise negatively affect economies or markets. A debt default by a sovereign nation or other potential consequences of these economic problems may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer and the Notes. In addition, obligors of Collateral Obligations may be organized in, or otherwise Domiciled in, or have a substantial percentage of their revenues or assets in, certain of such countries currently suffering from economic distress, or other countries that may begin to suffer economic distress, and the uncertainty and market instability in any such country may increase the likelihood of default by such obligors. In the event of its insolvency, any such obligor, by virtue of being organized in such a jurisdiction or having a substantial percentage of its revenues or assets in such a jurisdiction, may be more likely to be subject to bankruptcy or insolvency proceedings in such jurisdiction at the same time as such jurisdiction is itself potentially unstable. In addition, it is possible that countries that have adopted the euro could abandon the euro and return to a national currency. The effects on a country of abandonment of the euro are impossible to predict, but would likely be negative. The exit of any country out of the EU or an 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 and may adversely affect Holders of the Notes.

The United Kingdom (the "**UK**") withdrew from and ceased to be a member state of the European Union (the "**EU**") at 11:00 p.m. GMT on January 31, 2020. On December 24, 2020, a trade agreement was concluded between the EU and the United Kingdom (the "**EU-UK Trade and Cooperation Agreement**"), which applied provisionally after the end of the transition period ending at 11:00 p.m. GMT on December 31, 2020. The EU-UK Trade and Cooperation Agreement was ratified by the UK Parliament, the European Parliament and the Council of the European Union and entered into force on May 1, 2021. Investors should be aware that the Issuer's risk profile may be materially affected by political and economic uncertainty relating to the UK's withdrawal from the EU, which might also have an adverse impact on the Collateral Obligations and the Issuers' business, financial condition, results of operations and prospects and could therefore also be materially detrimental to Holders of Notes. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Many EU laws have been transposed into English law and these transposed laws will continue to apply (subject to necessary amendments made to such laws which have come into effect from January 1, 2021) until such time that they are repealed, replaced or amended. Over the years, English law has been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). There can be no assurance that the transposed EU law will not be subject to substantial amendments and may diverge from the corresponding provisions of EU law. Consequently, English law may change and differ from EU law and it is impossible at this time to predict the consequences on the Assets, the Co-Issuers' business, financial condition, results of operations or prospects or any potential investors. Such changes could be materially detrimental to Holders.

Collateral Obligation performance may deteriorate.

Negative economic trends, either globally, nationally or in specific geographic areas of the United States, could result in an increase in loan and bond defaults and delinquencies. There is a material possibility that economic activity will be volatile or will slow significantly, and the Collateral Obligations will likely be significantly and negatively impacted by such conditions. Such effects may include an inability for obligors to obtain refinancing of their debt obligations. A decreased ability of obligors to obtain refinancing (particularly if high levels of required refinancings approach) may result in an economic decline or otherwise increase market volatility and cause a deterioration in loan and bond performance generally and defaults of Collateral Obligations. There is no way to determine whether or when such trends will improve or worsen in the future.

Illiquidity in the CDO, leveraged finance and fixed income markets may affect the holders of the Notes.

In recent years, the collateralized debt obligation ("**CDO**") (including collateralized loan obligation ("**CLO**")), leveraged finance and fixed income markets have at times contributed to and have been adversely affected by a severe liquidity crisis in the global credit markets. Recently, the financial markets have been experiencing substantial fluctuations in prices for leveraged loans and limited liquidity for such instruments. No assurance can be made that the conditions giving rise to such price fluctuations and limited liquidity will not continue or become more acute following the Closing Date. 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 Issuer deems advantageous may be severely impaired. As a result, in periods of rising market prices, the Issuer may be unable to participate in price increases fully to the extent that it is unable to acquire desired positions quickly; and the Issuer's inability to dispose fully and promptly of positions in declining markets will cause its net asset value to decline and may exacerbate losses suffered by the Issuer when Collateral Obligations are sold. Furthermore, significant additional liquidity-related risks for the Issuer and investors in the Notes exist. Those risks include, among others, (i) the possibility that, after the Closing Date, the prices at which Collateral Obligations can be sold by the Issuer will have deteriorated from their effective purchase price, (ii) the possibility that opportunities for the Issuer to sell its assets in the secondary market, including Credit Risk Obligations, Credit Improved Obligations and Defaulted Obligations, may be impaired or restricted by the Indenture, and (iii) increased illiquidity of the Notes because of reduced secondary trading in CLO securities. These additional risks may affect the returns on the Notes to investors or otherwise adversely affect holders of the Notes.

The risks described in the paragraph above, as well as the risks described under "*—General economic conditions*" and "*—Collateral Obligation performance may deteriorate*" may be exacerbated by widespread health crises. There has been an outbreak of respiratory disease caused by a new coronavirus (named COVID-19) that was first detected in China in December 2019 and which has now been detected in most countries globally, including the United States. This outbreak (and measures put in place to restrict its spread) has had, and continues to have, a material and adverse impact on the global supply chain, markets and economies. At this time, the COVID-19 outbreak has not been successfully contained and continues to detrimentally affect societies and economies globally, and it remains uncertain whether the COVID-19 outbreak can be contained and what its impact (and the impact of measures put in place to restrict its spread) will be in the medium and long term. This is causing (and may continue to cause) significant uncertainty in both domestic and global financial markets, has led to (and may continue to cause) volatility and disruption in the capital markets and has had (and may continue to have) a material adverse effect on obligors of Collateral Obligations. In particular, these additional risks and market disruptions have materially and adversely affected (and may continue to materially and adversely affect) the ability of certain obligors to make payments on Collateral Obligations and the ratings applicable to Collateral Obligations. 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 or the effectiveness of vaccination against the COVID-19 virus or any mutations. Any or all of these additional risks may materially and adversely affect the Issuer's ability to make payments on the Notes, the liquidity and value of the Notes and the Issuer's ability to purchase and sell Collateral Obligations. Any other widespread health crisis occurring in the future may have similar adverse effects.

In addition, the operations of the Portfolio Manager may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel or meetings and other factors related to a public health emergency, including its potential adverse impact on the health of the personnel of any such entity or the personnel of any such entity's key service providers.

Regardless of current or future market conditions, certain Collateral Obligations purchased by the Issuer will have only a limited trading market (or none). The Issuer's investment in illiquid debt obligations may restrict 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. Illiquid debt obligations may trade at a discount from comparable, more liquid investments. In addition, adverse developments in the primary market for leveraged loans may reduce opportunities for the Issuer to purchase recent issuances of Collateral Obligations. More particularly, the ability of private equity sponsors and leveraged loan arrangers to effectuate new leveraged buy-outs and the ability of the Issuer to purchase such assets may be partially or significantly limited. There has been a recent decrease in primary leveraged loan market activity, and there can be no assurance that such decrease will not persist or that the primary leveraged loan market will not cease altogether for a period of time. The impact of another liquidity crisis on the global credit markets may adversely affect the ability of the Portfolio Manager to manage the portfolio and, ultimately, the returns on the Notes to investors.

Inflation and rising interest rates may render some obligors unable to pay interest on their Collateral Obligations.

Most of the Collateral Obligations bear interest at floating interest rates. To the extent interest rates increase, periodic interest obligations owed by the related obligors will also increase. Recent persistent inflation in the United States has led to, and is currently expected to lead to, a series of interest rate increases from the U.S. Federal Reserve's Open Market Committee. There can be no assurances of how long the period of rising interest rates will last or how high interest rates will become in response. Rapidly rising interest rates, coupled with such recent persistent inflation, can be expected to slow economic growth in the United States, pressuring corporate earnings and making it more difficult for obligors on Collateral Obligations to make payments on their debt and to refinance their debt as it matures. Any of the foregoing may have a material and adverse effect on the Issuer's ability to make payments on the Secured Notes or distributions on the Subordinated Notes. Conversely if interest rates decline, obligors may refinance their Collateral Obligations at lower interest rates which could shorten the average life of the Notes.

Relating to the Notes

The Notes will have limited liquidity and are subject to substantial transfer restrictions.

Currently, no market exists for the Notes. The Placement Agent is not under any obligation to make a market for the Notes. The Notes are illiquid investments. There can be no assurance that any secondary market for any of the Notes will develop, or if a secondary market does develop, that it will provide the holders of the Notes with liquidity of investment or will continue for the life of the Notes. Recent regulatory interpretations by the Securities and Exchange Commission under Exchange Act Rule 15c2-11 may further restrict the ability of brokers and dealers to publish quotations on the Notes on any interdealer quotation system or other quotation medium after January 3, 2023. 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. Over the past few years, notes issued in securitization transactions have experienced historically high volatility and significant fluctuations in market value. Additionally, some potential buyers of such notes now view securitization products as an inappropriate investment, thereby reducing the number of potential buyers and/or potentially affecting liquidity in the secondary market. Holders of the Notes must be prepared to hold such Notes for an indefinite period of time or until their Stated Maturity. The Notes will not be registered under the Securities Act or any state securities or "blue sky" laws or under the securities laws of any other jurisdiction, and the Co-Issuers have no plans, and are under no obligation, to register the Notes under the Securities Act or any other state or foreign securities laws. As a result, the Notes are subject to certain transfer restrictions and can only be transferred to certain transferees as described herein under "*Transfer Restrictions*." As described herein, the Issuer may, in the future, impose additional restrictions to comply with changes in applicable law. Such restrictions on the transfer of the Notes may further limit their liquidity.

The Notes are not guaranteed by any Transaction Party.

None of the Transaction Parties or any affiliate thereof makes 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) to any investor of ownership of the Notes, and no investor may rely on any such party for a determination of expected or projected success, profitability, return, performance result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) to any investor of ownership of the Notes. Each Holder will be required to represent (or, in the case of certain Global Notes, deemed to represent) to the Co-Issuers and the Placement Agent, among other things, that it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors regarding investment in the Notes as it has deemed necessary and that the investment by it is within its powers and authority, is permissible under applicable laws governing such purchase, has been duly authorized by it and complies with applicable securities laws and other laws.

The Placement Agent will have no ongoing responsibility for the Assets or the actions of any other party.

The Placement Agent will have no obligation to monitor the performance of the Assets or the actions of any other party and will have no authority to advise any other party, including the Portfolio Manager or the Issuer or to direct their actions, which will be solely the responsibility of any such party, as the case may be. If the Placement Agent or one of its Affiliates acts as a Hedge Counterparty or Selling Institution or owns Notes, it will have no responsibility to consider the interests of any Holders of Notes in actions it takes in any such capacity. While the Placement Agent may own a portion of certain Classes of Notes on the Closing Date and 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.

The Notes are limited recourse obligations; investors must rely on available collections from the Collateral Obligations and will have no other source for payment.

The Notes are limited recourse obligations of the Issuer and the Co-Issued Notes are limited recourse obligations of the Co-Issuer; therefore, the Notes are payable solely from the proceeds of Collateral Obligations and all other Assets pledged by the Issuer to the Holders of the Secured Notes and other secured parties (but not including Holders of the Subordinated Notes) pursuant to the Priority of Distributions. None of the Transaction Parties (other than the Co-Issuers) or any of their respective affiliates or the Co-Issuers' affiliates or any other Person or entity will be obligated to make payments on the Notes. Consequently, holders of the Notes must rely solely on distributions on the Assets and, after an Event of Default, proceeds from the liquidation of the Assets for payments on the Notes. If distributions on such Assets or, after an Event of Default, proceeds from liquidation of the Assets, are insufficient to make payments on the Notes, no other assets (in particular, no assets of the holders of the Notes, the Transaction Parties or any affiliates of any of the foregoing) will be available for payment of the deficiency and all obligations of the Co-Issuers and any remaining claims against the Co-Issuers in respect of the Notes will be extinguished and will not thereafter revive.

The Issuer has agreed to provide the information contained in this Offering Circular, including its exhibits and attachments, and if an investor in the Notes were to commence litigation against the Issuer relating thereto any liability of the Issuer related thereto would be payable solely from the Assets of the Issuer. Further, any award or recourse related thereto would be payable as "Administrative Expenses" solely from the Collateral Obligations and all other Assets pledged by the Issuer to the Trustee for the benefit of holders of the Notes and other Secured Parties pursuant to the Indenture. If distributions on such Assets are insufficient to make payments on the Notes and such awards or recourse, no other assets (in particular, no assets of the Portfolio Manager, the Placement Agent, the Trustee, the Collateral Administrator or any affiliates of any of the foregoing) will be available for payment of the deficiency. Administrative Expenses of the Issuer are senior (but subject to a cap in most instances) to other amounts owing by the Issuer. If the Issuer were required to pay any such amounts it could reduce or eliminate the ability of the Issuer to make payments to the holders of the Notes. See "*—Relating to the Notes—The subordination of the Notes will affect their right to payment; failure of a court to enforce non-petition obligations will adversely affect Holders*."

The Subordinated Notes are unsecured obligations of the Issuer.

The Subordinated Notes will not be secured by any of the Assets, and, while the Secured Notes are Outstanding, holders of the Subordinated Notes will not generally be entitled to exercise remedies under the Indenture. However, in any case where the holders of the Subordinated Notes are entitled to take or direct any action, they may do so in their sole discretion without regard for the interests of the holders of any other Class of Notes. The Trustee will have no obligation to act on behalf of the holders of Subordinated Notes except as expressly provided in the Indenture.

Distributions to holders of the Subordinated Notes will be made solely from distributions on the Assets after all other payments have been made pursuant to the Priority of Distributions described herein. See "*Summary of Terms—Priority of Distributions*." There can be no assurance that the distributions on the Assets will be sufficient to make distributions to holders of the Subordinated Notes after making payments that rank senior to payments on the Subordinated Notes. The Issuer's ability to make distributions to the holders of the Subordinated Notes will be limited by the terms of the Indenture. If distributions on the Assets are insufficient to make distributions on the Subordinated Notes, no other assets will be available for any such distributions. See "*Description of the Notes—The Subordinated Notes—Distributions on the Subordinated Notes*."

The subordination of the Notes will affect their right to payment; failure of a court to enforce non-petition obligations will adversely affect Holders.

The Class A Notes are subordinated to certain amounts payable by the Issuer to other parties as set forth in the Priority of Distributions (including taxes, certain amounts owing to Administrative Expenses, certain amounts due to any Hedge Counterparty and the Base Management Fee); the Class B Notes are subordinated on each Distribution Date to the Class A Notes; the Class C Notes are subordinated on each Distribution Date to the Class B Notes; the Class D Notes are subordinated on each Distribution Date to the Class C Notes; the Class E Notes are subordinated on each Distribution Date to the Class D Notes; the Class F Notes are subordinated on each Distribution Date to the Class E Notes; and the Subordinated Notes are subordinated on each Distribution Date to the Secured Notes and certain fees and expenses (including, but not limited to, to redeem Secured Notes if Effective Date Ratings Confirmation is not obtained in connection with the Effective Date, unpaid Administrative Expenses, the Base Management Fee and the Subordinated Management Fee), in each case to the extent described herein. No payments of interest or distributions from Interest Proceeds of any kind will be made on any such Class of Notes on any Distribution Date until interest due on the Notes of each Class to which it is subordinated has been paid in full, no payments of principal (other than Deferred Interest, to the extent set forth in the Priority of Distributions) from Principal Proceeds will be made on any such Class of Notes on any Distribution Date until principal of 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 Distribution 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 F Notes, then by the holders of the Class E Notes, then by the holders of the Class D Notes, then by the holders of the Class C Notes, then by the holders of the Class B Notes and last by the holders of the Class A Notes. Furthermore, payments on the Deferred Interest Notes are subject to diversion to pay more senior Classes of Notes pursuant to the Priority of Distributions if certain Coverage Tests are not met, as described herein, and failure to make such payments will not be a default under the Indenture.

In addition, if an Event of Default occurs, the Holders of the Controlling Class will be entitled to determine the remedies to be exercised under the Indenture, subject to the terms of the Indenture. See "*Description of the Notes — The Indenture—Events of Default*." Remedies pursued by the Controlling Class could be adverse to the interests of the holders of the Notes that are subordinated to the Notes held by the Controlling Class, and the Controlling Class will have no obligation to consider any possible adverse effect on such other interests. The Collateral Obligations may only be sold and liquidated as described under "*Description of the Notes —The Indenture—Events of Default*."

On any Post-Acceleration Distribution Date, the most senior Class of Notes then Outstanding shall be paid in full in cash, or to the extent 100% of Holders of the most senior Class and a Majority of each other Class of Secured Notes 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 Post-Acceleration Priority of Proceeds. On any Post-Acceleration Distribution Date, investors in any such subordinate Class of Notes will not receive any payments until such senior Classes are paid in full. Acceleration of the maturity of the Secured Notes may, under certain circumstances, be rescinded by a Majority of the Controlling Class. If an Event of Default has occurred, but the Assets have not been liquidated and the Secured 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 Distributions—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Distributions—Application of Principal Proceeds*." There can be no assurance that, after payment of principal of and interest on the Notes senior to any Class, the Issuer will have sufficient funds to make payments in respect of such Class.

Each Holder of Notes will agree, and each beneficial owner of Notes will be deemed to agree, pursuant to the Indenture, that it will not cause the filing of a petition in bankruptcy against, or present a winding up petition in respect of, the Issuer, the Co-Issuer or any Issuer Subsidiary or before one year (or, if longer, the applicable preference period then in effect) plus one day after payment in full of the Notes. If such provision failed to be enforceable under applicable bankruptcy laws, then the filing or presentation of such a petition could result in one or more payments on the Secured Notes made during the period prior to such filing being deemed to be preferential transfers subject to avoidance by the bankruptcy trustee or similar official exercising authority with respect to the Issuer's bankruptcy estate. Such a situation could also result in the bankruptcy court, trustee or receiver liquidating the Assets notwithstanding required class voting required for such liquidation pursuant to the Indenture. If such provision is determined to be unenforceable or is violated by one or more Holders or beneficial owners, the petitioning Holder(s) or beneficial owner(s) will be subject to the Bankruptcy Subordination Agreement as described under "*Description of the Notes —Petitions for bankruptcy*." However, a bankruptcy court may find that such Bankruptcy Subordination Agreement is not enforceable on the ground that it violates an essential policy underlying the United States Bankruptcy Code or other applicable bankruptcy or insolvency law.

Yield considerations on the Subordinated Notes.

The yield to each Holder of the Subordinated Notes will be a function of the purchase price paid by such holder for its Subordinated Notes and the timing and amount of distributions made in respect of the Subordinated Notes during the term of the transaction. Each prospective purchaser of the Subordinated Notes should make its own evaluation of the yield that it expects to receive on the Subordinated Notes. Prospective investors should be aware that the timing and amount of distributions, if any, will be affected by, among other things, the performance of the Collateral Obligations purchased by the Issuer. Each prospective investor should consider the risk that an Event of Default and other adverse performance will result in no yield or a lower yield on the Subordinated Notes than that anticipated by such investor. In addition, if the Issuer fails any applicable Coverage Test, amounts that would otherwise be distributed to the Holders of the Subordinated Notes on any Distribution Date may be paid to other investors in accordance with the Priority of Distributions. Each prospective purchaser should consider that any such adverse developments could result in its failure to recover all or any of its initial investment in the Subordinated Notes.

The Subordinated Notes are highly leveraged, which increases risks to investors in that Class.

The Subordinated Notes represent a highly leveraged investment in the Assets. Therefore, the market value of the Subordinated Notes would be anticipated to be significantly affected by, among other things, changes in the market value of the Assets, changes in the distributions on the Assets, defaults and recoveries on the Assets, capital gains and losses on the Assets, prepayments on Assets and the availability, prices and interest rates of Assets and other risks associated with the Assets as described in "*—Relating to the Assets*." Accordingly, the amount of distributions, if any, to be made on the Subordinated Notes may vary significantly from Distribution Date to Distribution Date for various reasons, and the Subordinated Notes may not be paid in full and may be subject to up to 100% loss. Furthermore, the leveraged nature of the Subordinated Notes may magnify the adverse impact on the Subordinated Notes of changes in the market value of the Assets, changes in the distributions on the Assets, defaults and recoveries on the Assets, capital gains and losses on the Assets, prepayments on Assets and availability, prices and interest rates of Assets.

Payments of Interest Proceeds to the Holders of the Subordinated Notes will not be made until due and unpaid interest on the Secured Notes and certain other amounts (including certain fees and expenses) have been paid. No payments of principal of the Subordinated Notes will be made until principal of and interest on the Secured Notes and certain other amounts have been paid in full. On any Distribution Date, sufficient funds may not be available (including as a result of a failure of any of the Coverage Tests) to make payments to the holders of the Subordinated Notes in accordance with the Priority of Distributions.

On any Post-Acceleration Distribution Date, all Interest Proceeds and Principal Proceeds will be allocated in accordance with the Post-Acceleration Priority of Proceeds pursuant to which the Secured Notes and certain other amounts owing by the Co-Issuers will be paid in full before any allocation to the Subordinated Notes, and each Class of Notes (along with certain other amounts owing by the Co-Issuers) will be paid in order of seniority until it is paid in full before any allocation is made to the next Class of Notes. If an Event of Default has occurred and is continuing while any of the Secured Notes are Outstanding, the holders of the Subordinated Notes will not have any

creditors' rights against the Issuer and will not have the right to determine the remedies to be exercised under the Indenture. There is no guarantee that any funds will remain to make distributions to the holders of subordinated Classes of Notes following any liquidation of the Assets and the application of the proceeds from the Assets to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Co-Issuers.

The Assets may be insufficient to redeem the Notes in an Event of Default.

It is anticipated that the proceeds received by the Issuer on the Closing Date from the issuance of the Notes, net of certain fees and expenses, will be less than the aggregate amount of 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.

The Reinvestment Period may terminate early.

The Reinvestment Period may terminate earlier than anticipated under the circumstances set forth in the definition of Reinvestment Period. Early termination of the Reinvestment Period could adversely affect returns to the Subordinated Notes and amounts of cash flow available to make interest payments on other Classes of Notes, and may also cause the holders of Notes to receive principal payments earlier than anticipated and at a time when reinvestments that offer the same level of return may not be available to holders.

The Portfolio Manager may reinvest Eligible Post-Reinvestment Proceeds after the end of the Reinvestment Period.

After the end of the Reinvestment Period, the Portfolio Manager may still reinvest Eligible Post-Reinvestment Proceeds, subject to certain conditions described under "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria—Investment after the Reinvestment Period*." Reinvestment of such Eligible Post-Reinvestment Proceeds will likely have the effect of extending the Weighted Average Life of the Collateral Obligations and the average lives of the Notes and increasing the Fee Basis Amount resulting in increased payment of compensation to the Portfolio Manager.

The Indenture requires mandatory redemption of the Secured Notes for failure to satisfy Coverage Tests and in the event of failure to obtain Effective Date Ratings Confirmation.

If any Coverage Test with respect to any Class or Classes of Secured Notes is not met on any Determination Date on which such Coverage Test is applicable, or Effective Date Ratings Confirmation has not been obtained, Interest Proceeds that otherwise would have been paid or distributed to the Holders of the Notes of each Class (other than Class A Notes and Class B Notes) that is subordinated to such Class or Classes and (during the Reinvestment Period and, with respect to Eligible Post-Reinvestment Proceeds, after the Reinvestment Period) Principal Proceeds that would otherwise have been reinvested in Collateral Obligations will instead be used to redeem the Secured Notes of the most senior Class or Classes then Outstanding (or, if Effective Date Ratings Confirmation has not been obtained, may be used to acquire additional Collateral Obligations), in each case in accordance with the Priority of Distributions, to the extent necessary to satisfy the applicable Coverage Tests or obtain Effective Date Ratings Confirmation (as the case may be) as described under "*Summary of Terms—Priority of Distributions*." This could result in an elimination, deferral or reduction in the payments of Interest Proceeds to the holders of the Deferred Interest Notes and/or the Subordinated Notes, as the case may be. In addition, a mandatory redemption of Secured Notes owing to a failure to obtain Effective Date Ratings Confirmation could result in the Portfolio Manager causing the Issuer to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the Collateral Obligations sold, or result in the average life of a Class of Notes to be shorter than would otherwise be the case.

The Secured Notes are subject to clean-up call redemption at the option of the Portfolio Manager.

At the direction of the Portfolio Manager, the Secured Notes will be subject to redemption by the Issuer, in whole but not in part, at the Redemption Price therefor, on any Business Day after the Non-Call Period on which the Collateral Principal Amount is less than [20]% of the Aggregate Ramp-up Par Amount; *provided that* any such redemption is subject to certain conditions described below under "*Description of the Notes—Optional Redemption and Partial Redemption*." The timing of any such redemption could affect the return to the Holders of the Notes.

The Secured Notes are subject to Special Redemption at the option of the Portfolio Manager.

The Secured Notes will be subject to redemption in part by the Issuer or the Co-Issuers, as applicable, (i) on any Distribution Date during the Reinvestment Period if the Portfolio Manager in its sole discretion notifies 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 [30] consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Portfolio Manager in its sole discretion and which would meet the Investment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Collection Account that are to be invested in additional Collateral Obligations, and (ii) on any Distribution Date after the Effective Date if the Portfolio Manager notifies the Trustee that redemption is required in order to obtain Effective Date Ratings Confirmation. On the Special Redemption Date, in accordance with the Indenture, the Special Redemption Amount will be applied as described under "*Summary of Terms—Priority of Distributions—Application of Interest Proceeds*" and "*Summary of Terms—Priority of Distributions—Application of Principal Proceeds*," as applicable, to pay principal (and accrued and unpaid interest, if any) of the Secured Notes. The application of funds in that manner could result in an elimination, deferral or reduction of amounts available to make payments with respect to the Classes of Notes that are junior in priority to the Notes being redeemed. See "*Summary of Terms—Priority of Distributions—Application of Principal Proceeds*" and "*Description of the Notes—Special Redemption*." Upon the completion of a Special Redemption described in clause (i) above, the Reinvestment Period will terminate (unless reinstated at the direction of the Portfolio Manager).

Additional issuances of Notes may have different terms and may have the effect of preventing the failure of the Coverage Tests or the Reinvestment Overcollateralization Test and the occurrence of an Event of Default.

At any time during the Reinvestment Period (or, in the case of an issuance of additional Subordinated Notes and/or Junior Mezzanine Notes, at any time), the Issuer or the Co-Issuers, as applicable, may issue and sell Junior Mezzanine Notes and/or Additional Notes of any one or more existing Classes and use the net proceeds to purchase additional Collateral Obligations or for other purposes 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 satisfied. No assurance can be given that the issuance of Additional Notes having different interest rates than any Class of Secured Notes may not adversely affect the holders of any Class of Notes. In addition, the use of such additional issuance proceeds as Principal Proceeds or Interest Proceeds may have the effect of causing a Coverage Test or the Reinvestment Overcollateralization 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.

Contributions may have the effect of preventing the failure of the Coverage Tests or the Reinvestment Overcollateralization Test and the occurrence of an Event of Default.

Subject to certain conditions described under "*Description of the Notes—The Indenture—Contributions*," a Contributor may, from time to time, contribute cash to the Issuer. Use of a Contribution 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. Because Contribution Repayment Amounts are paid under the Priority of Distributions prior to distributions on the Subordinated Notes, payment of such Contribution Repayment Amounts will decrease the amount of proceeds otherwise available for distributions on Subordinated Notes on each Distribution Date until such amounts are paid in full.

The Controlling Class will control many rights under the Indenture and therefore, holders of the subordinated Classes will have limited rights in connection with an Event of Default, Post-Acceleration Distribution Date or distributions under the Indenture.

Under the Indenture, many rights of the holders of the Notes will be controlled by a Majority or a Supermajority of the Controlling Class. Remedies pursued by the holders of the Controlling Class upon an Event of Default could be adverse to the interests of the holders of Notes subordinated to the Controlling Class. On any Post-Acceleration Distribution Date, all Interest Proceeds and Principal Proceeds will be allocated in accordance with the Post-Acceleration Priority of Proceeds pursuant to which the Secured Notes and certain other amounts owing by the Co-Issuers will be paid in full before any allocation to the Subordinated Notes, and each Class of Notes (along with certain other amounts owing by the Co-Issuers) will be paid in order of seniority until it is paid in full before any

allocation is made to the next Class of Notes. If an Event of Default has occurred and is continuing, the holders of the Subordinated Notes will not have any creditors' rights against the Issuer and will not have the right to determine the remedies to be exercised under the Indenture. There is no guarantee that any funds will remain to make distributions to the holders of subordinated Classes of Notes following any liquidation of the Assets and the application of the proceeds from the Assets to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Co-Issuers.

The ability of the Controlling Class to direct the sale and liquidation of the Assets is subject to certain limitations. As described under "*Description of the Notes—The Indenture—Events of Default*," notwithstanding any acceleration, if an Event of Default occurs and is continuing, then if the Trustee has not commenced remedies under the Indenture, the Portfolio Manager may continue to direct dispositions and purchases of Collateral Obligations to the extent permitted under the provisions of the Indenture described under "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*."

Option to purchase assets in a private sale

Under the Indenture, the Portfolio Manager and its Affiliates and Related Entities and any Holder of Notes will have the right (exercisable within one day of the receipt of the related bid by the Trustee) to purchase any Collateral Obligation to be sold at any auction conducted in connection with an acceleration or other remedies exercised after an Event of Default at a price equal to the highest bid price otherwise submitted for such Collateral Obligation, in each case to the extent the related purchaser satisfies the eligibility requirements for such sale. See "*Description of the Notes—The Indenture—Events of Default.*"

The existence of such purchase option may have the effect of discouraging bidders from participating in any such sale of Collateral Obligations, which could lead the Issuer to receive a lower price for any subject Collateral Obligation than it otherwise would in the absence of such right.

In addition, in connection with any Optional Redemption (other than an Optional Redemption utilizing Refinancing Proceeds), the Portfolio Manager will have the right (but not the obligation) to purchase any Assets sold in connection therewith at Market Value. The Portfolio Manager is under no obligation to consider the interests of any holders of Notes in making its bid and the price at which the Assets are purchased by the Portfolio Manager may be at a price that is less than what would have been received from other bidders in a formal sale process and any such shortfall will be borne by the Holders of the Subordinated Notes.

Ownership of one or more Classes of Notes may be concentrated.

If at any time one or more investors that are affiliated hold a Majority of any Class of Notes it may be more difficult for other investors to take certain actions that require consent of any such Class or Classes. For example, an Optional Redemption will occur at the direction of a Majority of the Subordinated Notes and the removal of the Portfolio Manager for Cause (under certain circumstances) will occur at the direction of a Majority of the Controlling Class or a Majority of the Subordinated Notes, and the nomination and approval of a successor Portfolio Manager will occur at the direction of Holders of specified percentages of the Subordinated Notes and the Controlling Class, respectively. When exercising such rights, a Holder has no obligation to take into account the effect on other Holders. [It is expected that, on the Closing Date, a single investor (and its affiliate) will purchase a Majority of the Subordinated Notes. In addition, prior to the Closing Date it is anticipated that the Placement Agent and the Portfolio Manager will have extensive discussions with the anticipated purchaser of a Majority of the Controlling Class and that the final terms and conditions of the Notes will be materially influenced by those discussions. It is also possible that after the Closing Date the Portfolio Manager will consult with the purchaser of a Majority of the Controlling Class prior to taking certain actions and that such consultation will affect whether such action is ultimately taken. The Portfolio Manager will not be required to disclose such conversations to any other Holders.]

The Co-Issuers may modify the Indenture by supplemental indentures and some supplemental indentures do not require consent of holders of Notes.

The Indenture provides 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, consent of holders is not required without regard to whether a Class is materially and adversely affected or is required from less than 100% of the holders of a Class that would be materially and adversely affected by the supplemental indenture or amendment. Such supplemental indenture or amendment may materially and adversely affect certain holders.

In addition, although the Indenture requires notice to the Rating Agency of proposed supplemental indentures, confirmation of the ratings may not be required, except in certain circumstances described under "*Description of the Notes—Modification of Indenture*."

The Notes are subject to Optional Redemption in whole or Partial Redemption in part by Class.

The Secured Notes are subject to redemption in whole (with respect to all Classes of Secured Notes) on any Business Day after the end of the Non-Call Period from the proceeds of the liquidation of the Assets and/or Refinancing Proceeds or in part by Class from Refinancing Proceeds. The Subordinated Notes are subject to redemption in whole on any Business Day on or after the date on which all of the Secured Notes have been redeemed or repaid as described under "*Description of the Notes—Optional Redemption and Partial Redemption*." Secured Notes may also be redeemed on any Distribution Date in whole but not in part at the written direction (delivered to the Trustee) of (x) a Majority of any Affected Class or (y) a Majority of the Subordinated Notes, if the Subordinated Notes are materially and adversely affected by a Tax Event, in each case following the occurrence of certain Tax Events as described under "*Description of the Notes—Optional Redemption and Partial Redemption*." In the event of an early redemption, the holders of the Secured Notes and the Subordinated Notes will be repaid prior to the respective Stated Maturity of such Notes. There can be no assurance that, upon any such redemption, the proceeds of the liquidation of the Assets 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, an Optional Redemption could require the Portfolio Manager to cause the Issuer to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the Collateral Obligations sold.

As described under "*Description of the Notes—Optional Redemption and Partial Redemption*," Refinancing Proceeds may be used in connection with either a redemption in whole of the Secured Notes or a Partial Redemption in part of the Secured Notes by Class. Any Refinancing upon a redemption of the Secured Notes in whole or in part by Class will only be effective if certain conditions described under "*Description of the Notes—Optional Redemption and Partial Redemption*" are satisfied. If a Refinancing is obtained meeting the requirements of the Indenture, the Issuer and the Trustee (as directed by the Issuer) shall amend the Indenture to the extent necessary to reflect the terms of the Refinancing. 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 direct such redemption).

If a Class or Classes of Secured Notes is redeemed in connection with a Refinancing in part by Class, Refinancing Proceeds, together with Available Redemption Interest Proceeds, shall be used to pay the Redemption Price(s) of such Class or Classes in accordance with the Priority of Redemption Payments. See "*Description of the Notes—Priority of Distributions—Application of Refinancing Proceeds on a Partial Redemption Date or Redemption Date that is not a Scheduled Distribution Date*."

The Repriceable Classes are subject to Re-Pricing.

On any Business Day after the Non-Call Period, at the written direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), the Issuer or the Co-Issuers, as applicable, shall reduce the spread over the Benchmark Rate (or, in the case of the Fixed Rate Notes, the fixed interest rate) applicable to one or more Repriceable Classes. Any Holder of a Re-Priced Class that elects not to participate in the Re-Pricing will be subject to Mandatory Tender and transfer at the applicable Redemption Price to a transferee specified by or on behalf of the Issuer or its Notes will be redeemed. A Re-Pricing could occur at a time when the Notes of a Re-Priced Class may be trading at a premium and when other investments bearing the same rate of interest may be difficult or expensive to acquire. A Re-Pricing may also result in a shorter investment than a Holder of the Notes of a Re-Priced Class may have anticipated. The consequences to such non-consenting Holder of

such a sale will be similar to that of an early redemption of the Notes of a Repriceable Class held by such Holder. See "*—The Notes are subject to Optional Redemption in whole or Partial Redemption in part by Class*."

For a discussion of certain material U.S. federal income tax considerations applicable to a Re-Pricing, see "*Certain U.S. Federal Income Tax Considerations—Tax Treatment of U.S. Holders of Secured Notes—Notes Subject to Re-Pricing or Fallback Rate*."

A decrease in Term SOFR will lower the interest payable on the Floating Rate Notes and an increase in Term SOFR may indirectly reduce the credit support to the Floating Rate Notes.

The Interest Rate on each Class of Floating Rate Notes on the Closing Date will be based upon Term SOFR and therefore may fluctuate from one Interest Accrual Period to another in response to changes in Term SOFR; the Subordinated Notes do not bear a stated rate of interest. The adoption of the Term SOFR Reference 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 Secured Notes may bear little or no relation to historical actual or historical indicative data. In addition, as of the Closing Date, the Term SOFR Reference 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. Because the Floating Rate Notes bear interest based upon the three-month Term SOFR Reference Rate, there may be a basis mismatch between the Floating Rate Notes and the underlying Collateral Obligations and Eligible Investments with interest rates based on an index other than SOFR, interest rates based on SOFR for a different period of time or even three-month SOFR for a different accrual period. In addition, some Collateral Obligations or Eligible Investments may bear interest at a fixed rate. It is possible that Term SOFR payable on the Floating Rate Notes may rise (or fall) during periods in which SOFR (or another applicable index) with respect to the various Collateral Obligations and Eligible Investments is stable or falling (or rising but capped at a level lower than SOFR for the Floating Rate Notes). Further, each Class of Floating Rate Notes will be subject to a Benchmark Rate floor of 0%. As a result, if the reference rate with respect to Collateral Obligations not having reference rate floor arrangements falls below 0%, the Benchmark Rate with respect to any Class of Floating Rate Notes will not be reduced commensurately. No assurance can be made that the portion of floating rate Collateral Obligations of the Issuer that bear interest based on indices other than the Benchmark Rate will not increase in the future. Some Collateral Obligations, however, may have reference rate floor arrangements that may help mitigate this risk, but there is no requirement for any Collateral Obligation to have a reference rate floor and there is no guarantee that any such reference rate floor will fully mitigate the risk of a falling Benchmark Rate. If the Benchmark Rate payable on the Floating Rate Notes rises during periods in which SOFR (or another applicable index) with respect to the various Collateral Obligations and Eligible Investments is stable or during periods in which the Issuer owns Collateral Obligations or Eligible Investments bearing interest at a fixed rate (or interest that is falling or is rising but is capped at a lower level), "excess spread" (i.e., the difference between the interest collected on the Collateral Obligations and the sum of the interest payable on the Secured Notes and certain transaction fees payable by the Issuer) that otherwise would be available as credit support may instead be used to pay interest on the Secured Notes. There may also be a timing mismatch between the Floating Rate Notes and the underlying Collateral Obligations as SOFR (or other applicable index) on such Collateral Obligations may adjust more frequently or less frequently, or on different dates than the Benchmark Rate on the Floating Rate Notes. Such a mismatch could result in the Issuer not collecting sufficient Interest Proceeds to make interest payments on the Secured Notes. To the extent described herein, 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 Closing Date and there can be no assurance that the Issuer will enter into Hedge Agreements thereafter or that, if entered into, such Hedge Agreements will significantly reduce the effect of such interest rate mismatch.

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 all GBP, EUR, CHF and JPY LIBOR settings and 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 Collateral 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) SOFR, or the Term SOFR Reference Rate, will replace Libor as the benchmark for such floating rate Collateral Obligations or (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, it may cause one or more of the following to occur: (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 Portfolio Manager can effectively hedge interest rate risks or (iv) negatively impact the liquidity of the Secured Notes.

An alternative reference rate may be selected or come into effect automatically to replace the Benchmark Rate in relation to the Floating Rate Notes (such change, a "**Reference Rate Change**"), in accordance with the requirements of the Indenture. In addition, a supplemental indenture may be entered into to provide for any other administrative changes in relation to such Reference Rate Change. However, there can be no assurance that a Reference Rate Change (a) will be adopted, (b) that is adopted, will effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Floating Rate Notes, (c) will be adopted prior to any date on which the Issuer suffers adverse consequences from the elimination or modification or potential elimination or modification of the then-current Benchmark Rate or (d) will not have a material adverse effect on the holders of any Class of Notes, including the liquidity of such Notes. For a discussion of certain material U.S. federal income tax considerations applicable to a Fallback Rate, see "Certain U.S. Federal Income Tax Considerations—Tax Treatment of U.S. Holders of Secured Notes—Notes Subject to Re-Pricing, or Fallback Rate."

Additionally, any Fixed Rate Notes do not bear interest based on Term SOFR or any other floating rate. The Issuer may purchase fixed rate Collateral Obligations, but only a small portion of the Collateral Principal Amount may consist of fixed rate Collateral Obligations. There can be no assurance that the Issuer will purchase sufficient fixed rate Collateral Obligations to match its obligation to pay interest at a fixed rate on any Fixed Rate Notes. While the Issuer may enter into Hedge Agreements to hedge against the risk of rising or falling floating interest rates, the Issuer is under no obligation to do so and there can be no assurance that the Issuer will enter into any such Hedge Agreements.

The average lives of the Notes may vary.

The average life of each Class of Notes is expected to be shorter than the number of years until the Stated Maturity. Each such average life may vary due to various factors affecting the early retirement of Collateral Obligations from payments, defaults, or otherwise, the timing and amount of sales of such Collateral Obligations, the ability of the Portfolio Manager to invest collections and proceeds in additional Collateral Obligations, and the occurrence of any Mandatory Redemption, Optional Redemption, Partial Redemption, Special Redemption or a Mandatory Tender and transfer or redemption in connection with a Re-Pricing. Retirement of the Collateral Obligations prior to their respective final maturities will depend, among other things, on the financial condition of the issuers of the underlying Collateral Obligations and the respective characteristics of such Collateral Obligations, including the existence and frequency of exercise of any optional redemption, mandatory redemption or sinking fund features, the prevailing level of interest rates, the redemption prices, the actual default rates and the actual amount collected on any Defaulted Obligations and the frequency of tender or exchange offers for such Collateral Obligations. In particular, loans are generally prepayable at par and bonds may be prepayable with or without a premium, and consequently a high proportion of loans or bonds could be prepaid. The ability of the Issuer to

reinvest proceeds in obligations with comparable interest rates that satisfy the reinvestment criteria specified herein may affect the timing and amount of payments received by the holders of Notes and the yield to maturity of the Notes. See "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*."

Projections, forecasts and estimates are forward looking statements and are inherently uncertain.

Estimates of the average lives of the Notes, together with any other projections, forecasts and estimates provided to prospective purchasers of the Notes, are forward-looking statements. Projections are necessarily speculative in nature, and it should be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. Accordingly, actual results will vary from the projections, and such variations may be material. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates, exchange rates and default and recovery rates; market, financial or legal uncertainties; the timing of acquisitions of Collateral Obligations; differences in the actual allocation of Collateral Obligations among asset categories from those assumed; mismatches between the time of accrual and receipt of Interest Proceeds from the Collateral Obligations. None of the Transaction Parties or any of their respective Affiliates has any obligation to update or otherwise revise any projections, forecasts or estimates, including any revisions to reflect changes in economic conditions or other circumstances arising after the date of this Offering Circular or to reflect the occurrence of unanticipated events, and the inclusion of such projections, forecasts or estimates should not be regarded as a representation by the Transaction Parties or any of their respective affiliates of the results that will actually be achieved.

The Issuer could be subject to material net income or withholding taxes in certain circumstances.

The Issuer expects to conduct its affairs so that it will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. Accordingly, the Issuer expects that its net income will not become subject to U.S. federal income tax. There can be no assurance, however, that the Issuer's net income will not become subject to U.S. federal income tax as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or the U.S. courts or other causes. If the Issuer were determined to be engaged in a trade or business within the United States for U.S. federal income tax purposes, its income effectively connected with such U.S. trade or business (computed possibly without any allowance for deductions) would be subject to U.S. federal income tax at the normal corporate rate, and possibly to a branch profits tax of 30% as well. The imposition of such taxes would materially affect the Issuer's ability to make payments on the Notes. See "*Certain U.S. Federal Income Tax Considerations—U.S. Federal Income Tax Treatment of the Issuer*" for additional information.

The Issuer does not generally anticipate being subject to material withholding taxes with respect to interest on Collateral Obligations. There can be no assurance, however, that this or other income derived by the Issuer will not become subject to withholding or gross income taxes as a result of changes in law, contrary conclusions by the IRS or U.S. courts, or other causes. In particular, the Issuer may be subject to withholding or gross income taxes in respect of amendment fees, waiver fees, consent fees, extension fees, commitment fees or similar fees, or taxes imposed under FATCA. Withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the relevant taxing authority to pay such taxes. The imposition of such taxes could materially affect the Issuer's ability to make payments with respect to the Notes.

The Issuer may form Issuer Subsidiaries that could be subject to 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 Collateral Obligations and certain other assets that, in the Portfolio Manager's reasonable judgment could cause the Issuer to be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes may be owned by one or more Issuer Subsidiaries wholly owned by the Issuer that will be treated as either U.S. or non-U.S. corporations for U.S. federal income tax purposes. Any non-U.S. Issuer Subsidiary may be treated as engaged in a trade or business within the United States, may be subject to U.S. federal income tax on a net income basis at normal corporate tax rates (and possibly a 30% branch profits tax as well), may file U.S. tax returns and reports (or protective U.S. tax returns and reports), and/or may be subject to a 30% U.S. withholding tax on some or all of its income. In addition, U.S.

Holders 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 or controlled foreign corporation rules with respect to the Issuer Subsidiary described below under "Certain U.S. Federal Income Tax Considerations—Tax Treatment of U.S. Holders of Subordinated Notes." In the case of a U.S. Issuer Subsidiary, the Issuer Subsidiary would be subject to U.S. federal income tax on a net 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 the consequences to them if the Issuer organizes an Issuer Subsidiary.

FATCA and other similar tax compliance rules.

FATCA imposes a withholding tax of 30% on certain payments made to the Issuer, including potentially all interest paid on U.S. Collateral Obligations, unless the Issuer complies with the Cayman Islands Tax Information Authority Act (as amended) together with the regulations and guidance notes made pursuant to such law (together, the "**Cayman FATCA Legislation**") that implements the intergovernmental agreement between the United States and the Cayman Islands (the "**Cayman-US IGA**"). Additionally, under existing Treasury Regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Obligations was to take effect on January 1, 2019; however, proposed Treasury Regulations, which may currently be relied upon by taxpayers until final Treasury Regulations are published, eliminate FATCA withholding on such types of payments. The Cayman FATCA Legislation requires, among other things, that the Issuer register with the IRS to obtain a Global Intermediary Identification Number (a "**GIIN**") and collect and provide to the Cayman Islands Tax Information Authority substantial information regarding certain direct and indirect holders of the Notes. In addition, in some cases, future laws or regulations concerning "foreign passthru payments" may require withholding on certain payments to certain holders of Notes. The Issuer has obtained a GIIN and intends to comply with its obligations under the Cayman FATCA Legislation and the Cayman-US IGA. However, in some cases, the ability to avoid such withholding tax will depend on factors outside of the Issuer's control. For example, the Issuer may not be considered to comply with FATCA if more than 50% of the Subordinated Notes (and any Classes of Secured Notes recharacterized as equity for U.S. federal income tax purposes) are owned by a person that is, or is affiliated with, a foreign financial institution (as defined under FATCA) that is not compliant with FATCA. The Issuer or its agent will report information to the Cayman Islands Tax Information Authority, which will exchange such information with the IRS under the terms of the Cayman-US IGA. Under the terms of the Cayman-US IGA, withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer cannot comply with FATCA as a result of factors outside of its control, as described above.

In addition, future guidance under FATCA may subject payments on Subordinated Notes (or Classes of Secured Notes that are recharacterized as equity for U.S. federal income tax purposes) and Secured Notes that are materially modified more than six months after the issuance of such future guidance, to a withholding tax of 30% if any foreign financial institution that holds any such Note, or through which any such Note is held, has not entered into an information reporting agreement with the IRS, qualified for an exception from the requirement to enter into such an agreement or complied with the terms of a relevant intergovernmental agreement. This withholding tax will not apply to payments made prior to two years after the date on which final Treasury Regulations on this issue are published.

The Cayman Islands 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 Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "CRS"). The Cayman Islands Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations (as amended) give effect to the CRS, and require "Cayman Reporting 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.

Each owner of an interest in the Notes will be required to provide the Issuer and the Trustee or their agents with information necessary to enable the Issuer and any non-U.S. Issuer Subsidiary to comply with FATCA, the Cayman

FATCA Legislation, the Cayman-US IGA and the CRS, as discussed above. Owners that do not supply required information, or whose ownership of Notes may otherwise prevent the Issuer or any non-U.S. Issuer Subsidiary from complying with FATCA and the Cayman FATCA Legislation (for example by causing the Issuer to be affiliated with a non-compliant foreign financial institution) and the CRS, may be subjected to punitive measures, including forced transfer of their Notes. There can be no assurance, however, that these measures will be effective, and as a consequence, the Issuer, any non-U.S. Issuer Subsidiary and owners of the Notes may be subject to the noted withholding taxes, fines or penalties. The imposition of such taxes, fines or penalties could materially affect the Issuer's ability to make payments on the Notes or could reduce such payments.

Prospective investors should consult their own tax advisors regarding the potential implications of FATCA and the CRS.

Possible treatment of the Class E Notes and the Class F Notes as equity in the Issuer for U.S. federal income tax purposes

The Class E Notes and the Class F Notes could be treated as representing equity in the Issuer for U.S. federal income tax purposes. If the Class E Notes and the Class F Notes are treated as such, a U.S. Holder of such Notes could recognize gain on the sale of such Notes that is treated as ordinary income and subject to an additional tax in the nature of interest, and certain interest on the Notes could be subject to the additional tax. U.S. holders may be able to avoid these adverse consequences by filing a protective qualified electing fund election with respect to their Class E Notes or their Class F Notes. See "*Certain U.S. Federal Income Tax Considerations–Tax Treatment of U.S. Holders of Subordinated Notes.*"

Investors may be subject to withholding taxes or income taxes with respect to the Notes.

An investment in the Notes involves complex tax issues. See "*Certain U.S. Federal Income Tax Considerations*" for a more detailed discussion of certain tax issues raised by an investment in the Notes. In the event that withholding or deduction of any taxes from payments on the Notes is required by law in any jurisdiction, neither of the Co-Issuers will be under any obligation to make any additional payments in respect of such withholding or deduction.

The Issuer is expected to be a passive foreign investment company and may be a controlled foreign corporation for U.S. federal income tax purposes.

The Issuer is expected to be a passive foreign investment company and may be a controlled foreign corporation, in each case, for U.S. federal income tax purposes, which means that a U.S. holder of Subordinated Notes (or any Classes of Secured Notes recharacterized as equity for U.S. federal income tax purposes) may be subject to adverse tax consequences, and is required to report its investment to the IRS. Such a U.S. holder of Subordinated Notes (or any Class of Secured Notes recharacterized as equity of the Issuer for U.S. federal income tax purposes) may elect (and in some cases be required) to recognize currently its proportionate share of the Issuer's income whether or not distributed to such U.S. holder. Such U.S. holders may recognize income in amounts significantly greater than the payments received from the Issuer. See "*Certain U.S. Federal Income Tax Considerations—Tax Treatment of U.S. Holders of Subordinated Notes*" for a more detailed discussion of these rules.

Investors may be subject to reporting requirements.

Investors may be required, under a number of different tax rules, to report information with respect to their investment in the Notes. Investors that fail to report required information could become subject to substantial penalties and other adverse consequences. Potential investors should consult their own tax advisors about how to comply with reporting requirements applicable to the acquisition, ownership and disposition of Notes. See "*Certain U.S. Federal Income Tax Considerations—General Information Reporting and Backup Withholding*" and "*Certain U.S. Federal Income Tax Considerations—Other Reporting Requirements*" for a general discussion of these rules.

Each of the Issuer and Co-Issuer is recently formed, has no significant operating history, has no assets other than the Assets and is limited in its permitted activities.

Each of the Issuer and Co-Issuer is a recently formed, incorporated or organized entity and has no prior operating history or track record other than, with respect to the Issuer, in connection with the Warehouse Agreement entered into to acquire Collateral Obligations prior to the Closing Date and described in this Offering Circular. Accordingly, neither the Issuer nor the Co-Issuer has a performance history for you to consider in making your decision to invest in the Notes.

The Issuer may be subject to third-party litigation; the Issuer has limited funds available to pay its expenses.

The Issuer's investment activities may subject it to the risks of becoming involved in litigation by third parties. This risk may be greater where the Issuer exercises control or significant influence over a company's direction. See "*—Relating to the Assets—Lender liability considerations and equitable subordination can affect the Issuer's rights with respect to Collateral Obligations*." The expense of defending against claims against the Issuer by third parties, including involuntary bankruptcy petitions, and paying any amounts pursuant to settlements or judgments would, except in the unlikely event that the Issuer is indemnified for such amounts, be borne by the Issuer and would reduce the funds available for distribution and the Issuer's net assets.

The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Collateral Administrator, the Portfolio Manager and the Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited as described in "*Summary of Terms—Priority of Distributions*." In the event that such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and the Issuer, any Issuer Subsidiary, the Trustee, the Collateral Administrator, the Portfolio 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. This could lead to the Issuer being in default under the Companies Act (as amended) of the Cayman Islands and potentially being struck from the register of companies and dissolved.

Non-compliance with restrictions on ownership of the Notes and the Investment Company Act could adversely affect the Issuer.

Neither the Issuer nor the Co-Issuer has registered, and the pool of Collateral Obligations has not been and will not be registered, with the United States Securities and Exchange Commission ("**SEC**") as an investment company pursuant to the Investment Company Act, in reliance on an exception under Section 3(c)(7) of the Investment Company Act for investment companies (a) whose outstanding securities are beneficially owned only by "qualified purchasers" and by "knowledgeable employees" with respect to the Issuer and certain transferees thereof identified in Rules 3c-5 and 3c-6 under the Investment Company Act and (b) which do not make a public offering of their securities in the United States.

If the SEC or a court of competent jurisdiction were to find that the Issuer or the Co-Issuer is required, but in violation of the Investment Company Act had failed, to register as an investment company, 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 in the Issuer and the Co-Issuer could sue the Issuer and the Co-Issuer and recover any damages caused by the violation; and (iii) any contract to which the Issuer and/or the Co-Issuer is party that is made in violation of the Investment Company Act or whose performance involves such violation 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. In addition, such a finding would constitute an Event of Default under the Indenture. Should the Issuer or the Co-Issuer be subjected to any or all of the foregoing, the Issuer and the Co-Issuer and, as a result, the Notes, would be materially and adversely affected.

If the Issuer determines that a Holder or beneficial owner of the Notes is a Non-Permitted Holder, the Issuer will have the right, at its option, to require such person to dispose of its Notes to a person or entity that is qualified to hold the Notes.

Further to the above, the U.S. Court of Appeals for the Second Circuit recently held that that private plaintiffs (which would include investors) may bring actions under Section 47(b) of the Investment Company Act for rescission of contracts that violate the Investment Company Act (the "**Ruling**"). The Ruling directly contradicts a

2012 finding by the U.S. Court of Appeals for the Third Circuit and provides a basis for investors (particularly investors in junior Classes of Notes) to seek a return of principal outside of the Priority of Distributions and subordination provisions in the Indenture. Ultimately, the Ruling did not find in favor of the private plaintiffs because the applicable indenture was found to contain adequate provisions to ensure compliance with an exemption from the Investment Company Act. While the Indenture and the other Transaction Documents contain provisions that are intended to compel compliance with Section 3(c)(7) of the Investment Company Act, there can be no assurance that a court would find such provisions to be adequate if an investor brought a claim for rescission of the Indenture related to a factual failure to comply with the Investment Company Act.

Legislative and regulatory actions in the United States, Europe, the United Kingdom and Japan may adversely affect the Issuer and the Notes.

No representation is made 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 or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. Certain regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire the Notes, which in turn may adversely affect the ability of investors in the Notes who are not subject to those provisions to resell their Notes in the secondary market.

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law, imposing a new regulatory framework over the U.S. financial services industry and the consumer credit markets in general. Regulations adopted by the SEC and the U.S. Commodity Futures Trading Commission ("**CFTC**") in connection with the Dodd-Frank Act altered the manner in which asset-backed securities, including securities similar to the Notes, are issued and structured and increased the reporting obligations of the issuers and asset managers of such securities.

Pursuant to the Dodd-Frank Act, the CFTC has promulgated a range of regulatory requirements that may affect the pricing, terms and compliance costs associated with Hedge Agreements that may be entered into by the Issuer from time to time. Some or all of the Hedge Agreements may be affected by requirements for central clearing with a derivatives clearinghouse organization, by initial and variation margin requirements of clearing organizations or otherwise required by law, reporting obligations in respect of Hedge Agreements, documentation responsibilities, and other matters that may significantly increase costs to the Issuer and/or the Portfolio Manager, lead to the Issuer's inability to purchase additional Collateral Obligations or have unforeseen legal consequences on the Issuer or the Portfolio Manager or have other material adverse effects on the Issuer or the holders. In addition, CFTC rules under the Dodd-Frank Act include "swaps" along with "commodities" as contracts which if traded by an entity may cause that entity to fall within the definition of a "commodity pool" under the U.S. Commodity Exchange Act, as amended ("**Commodity Exchange Act**") and the Portfolio Manager to fall within the definition of a "commodity pool operator" ("**CPO**") or a "commodity trading advisor" ("**CTA**"). Although the CFTC has provided guidance that certain securitization transactions, including CLOs, will be excluded from the definition of "commodity pool", it is unclear if such exclusion will apply to all CLOs, and in certain instances, the collateral manager of a securitization vehicle may be required to register as a CPO or CTA with the CFTC or apply for an exemption from registration. The Issuer will not be permitted to enter into a Hedge Agreement unless certain conditions (described under "*Security for the Secured Notes—Hedge Agreements*") are satisfied. The requirements of any exemption from regulation of the Portfolio Manager as a CPO or CTA with respect to the Issuer could cause the Issuer or the Portfolio Manager to be subject to registration and reporting requirements that may involve material costs to the Issuer. The scope of the requirements described above and related compliance costs is uncertain but could adversely affect the amount of funds available to make payments on the Notes. While the Issuer may be excluded from the definition of "commodity pool" or the Portfolio Manager may satisfy the requirements of an exemption from the registration requirements described above, the conditions of any such exclusion or exemption may constrain the extent to which the Issuer may be able to enter into swap transactions. In particular, the limits imposed by such exclusion or exemptions may prevent the Issuer from entering into a Hedge Agreement that the Portfolio Manager believes would be advisable or result in the Issuer incurring financial risks that would have been hedged absent such limits.

Section 619 of the Dodd-Frank Act (along with its implementing regulations, the "**Volcker Rule**"), among other things, prohibits "banking entities" from certain proprietary trading activities and from sponsorship or ownership of

"covered funds". The definition of "covered fund" in the Volcker Rule includes (generally) any entity that would be an investment company under the Investment Company Act but for the exemption provided under Sections 3(c)(1) or 3(c)(7) thereunder, subject to certain exclusions found in the Volcker Rule itself. Because the Issuer will rely on Section 3(c)(7), it would be expected to be a "covered fund." If the Issuer is a "covered fund," certain "banking entities" would generally be prohibited from, among other things, acting as a "sponsor" to, or having an "ownership interest" in, the Issuer. The Volcker Rule and the implementing regulations contain limited exceptions, including an exclusion from the definition of "covered fund" commonly referred to as the "loan securitization exclusion," which applies to an asset-backed security issuer the assets of which, in general, consist of loans, a limited amount of securities, assets or rights designed to ensure the servicing or timely distribution of proceeds to holders or that are related or incidental to purchasing or otherwise acquiring and holding loans, such limited amount of securities and assets received in lieu of debts previously contracted.

On June 25, 2020, the five regulators responsible for the enforcement of the Volcker Rule published revisions to the Volcker Rule (the "**2020 Volcker Changes**") that became effective on October 1, 2020, and, among other things, (i) permit covered funds relying on the loan securitization exclusion from the Volcker Rule to acquire assets that do not constitute loans and other assets or rights currently not permitted under the loan securitization exclusion, in an aggregate amount not to exceed 5% of the aggregate value of the issuing entity's assets, (ii) exclude from the definition of "ownership interest" certain "senior loans" or "senior debt interests" issued by a covered fund and (iii) clarify that the right to participate in the removal or replacement of a collateral manager would not be a feature that results in a banking entity having an ownership interest in a covered fund. While certain modifications could provide CLO issuers with more investment flexibility or would be favorable to banking entities that invest in CLO issuers, other modifications may have an adverse effect. In addition, banking entities (x) that have an ownership interest in a covered fund deriving solely from their right to participate in the removal or replacement of a collateral manager or (y) investing in a Class of Secured Notes meeting the definition of a "senior debt interest" under the 2020 Volcker Changes no longer have an ownership interest in a covered fund as a result of the 2020 Volcker Changes.

In reliance on the 2020 Volcker Changes, the Issuer does not intend to take any action to attempt to qualify for the "loan securitization" exclusion or any other exemption or exclusion from the definition of "covered fund" under the Volcker Rule, and therefore expects to be a "covered fund" under the Volcker Rule on the Closing Date. The Indenture will provide that the Issuer will be permitted to acquire certain Permitted Non-Loan Assets and to acquire, receive and/or retain equity securities in a workout or restructuring even if not received in lieu of debts previously contracted, in each case subject to the limitations described herein and as set forth in the Indenture. It should be noted, however, that any such determination with respect to the Volcker Rule and the 2020 Volcker Changes as described above is not free from doubt, would not be binding on any U.S. regulatory body, and no assurance can be made that any such body would not take enforcement action contrary to such determination made by the Issuer. Notwithstanding any requirements of the Indenture, no assurance can be made and there is no guarantee that the Issuer will qualify for any exclusion or exemption that might be available under the Volcker Rule and its implementing regulations. There is no assurance that any Class of Secured Notes will not be "ownership interests" under the Volcker Rule, which could significantly and negatively affect the liquidity and market value of the affected Classes. As a result, certain entities (including, without limitation, a "banking entity") may be prohibited from, among other things, acting as a "sponsor" to, or subject to the discussion in the immediately succeeding paragraph, having an "ownership interest" in, the Issuer (which would be expected to include the ownership of Subordinated Notes, and may, subject to the discussion in the immediately preceding sentence, include Secured Notes of one or more Classes).

Each investor in the Notes must make its own determination as to whether it is subject to the Volcker Rule, whether its investment in the Notes would be restricted or prohibited under the Volcker Rule, and the potential impact of the Volcker Rule and the 2020 Volcker Changes on its investment, any liquidity in connection therewith and on its portfolio generally. Investors in the Notes are responsible for analyzing their own regulatory position, including a determination as to whether they would have an "ownership interest" in a covered fund, and none of the Transaction Parties nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the Volcker Rule or the 2020 Volcker Changes to the Issuer, or to such investor's investment in the Notes on the Closing Date or at any time in the future.

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 Issuer. In addition,

such changes could under certain circumstances require an investor or its owner generally to consolidate the assets of the Issuer 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 the Notes for financial reporting purposes.

In addition, the SEC had proposed changes to Regulation AB under the Securities Act which would have had the potential to impose new disclosure requirements on securities offerings pursuant to Rule 144A under the Securities Act or pursuant to other SEC regulatory exemptions from registration. Such rules, if adopted, could have restricted the use of this Offering Circular or required the publication of a new offering circular in connection with the issuance and sale of any additional Notes or any Refinancing. While on August 27, 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals, the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future.

On December 24, 2016, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**") became effective and generally require one of the "sponsors" of asset-backed securities or a "majority-owned affiliate" thereof to retain not less than 5% of the credit risk of the assets collateralizing the issuer's securities. On February 9, 2018, the U.S. Court of Appeals for the District of Columbia Circuit held that the federal agencies responsible for the U.S. Risk Retention Rules exceeded their statutory authority when designating the collateral manager of an "open-market CLO" (described in the DC Circuit Ruling as a CLO where assets are acquired from "arms-length negotiations and trading on an open market") as the securitizer of the open-market CLO (such decision, the "**DC Circuit Ruling**"), and subsequently issued a mandate to the lower court (the "**District Court**") requiring the District Court to implement the DC Circuit Ruling. The District Court has so implemented the DC Circuit Ruling, and, as a result of the DC Circuit Ruling, the Portfolio Manager has informed the Issuer that neither the Portfolio Manager nor any of its Affiliates intends to purchase or retain any of the Notes for purposes of complying with the U.S. Risk Retention Rules on or after the Closing Date.

While the DC Circuit Ruling did not specifically apply to open-market CLOs that have the ability to acquire bonds, the analysis set forth in the DC Circuit Ruling could apply to such a transaction if the manner in which the collateral manager selects bonds and the manner in which the CLO transaction acquires bonds are similar to the circumstances on which the DC Circuit Ruling was based. However, there can be no assurance that the federal agencies responsible for the U.S. Risk Retention Rules will agree with such an interpretation, and such federal agencies could seek to distinguish this transaction from the open-market CLOs covered by the DC Circuit Ruling and to conclude that the U.S. Risk Retention Rules apply to this transaction.

None of the Co-Issuers, the Portfolio Manager, the Placement Agent, the Trustee, the Collateral Administrator or the Administrator or their respective affiliates provides any assurances regarding, or assumes any responsibility that any party to this transaction is now, or in the future will be, in compliance with or exempt from compliance with the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements, and no such Person assumes any liability to any prospective investor or any other Person with respect to any failure of the transactions contemplated hereby to satisfy the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements.

On February 9, 2022, the SEC proposed certain rules and amendments under the Investment Advisers Act to enhance the regulation of private fund advisers (the "**Proposed Private Fund Rules**") that, if adopted in their current form, would affect investment advisers, including the Portfolio Manager, by (i) requiring such investment advisers to comply with additional reporting and compliance obligations, (ii) prohibiting certain business practices, (iii) prohibiting certain types of preferential treatment offered by such investment advisers to certain (but not all) investors in a private fund, including, among other things, the provision of information regarding portfolio holdings of the private fund or of a substantially similar pool of assets, and (iv) prohibiting other forms of preferential treatment for certain (but not all) investors without providing sufficiently detailed written disclosures about such preferential treatment to prospective and current investors. Section 202(a)(29) of the Investment Advisers Act defines the term "private fund" as an issuer that would be an investment company under the Investment Company Act but for the exemption provided under Sections 3(c)(1) or 3(c)(7) thereunder. Because the Issuer will rely on Section 3(c)(7) of the Investment Company Act, it will be considered a "private fund" within the meaning of the Proposed Private Fund Rules, and the Portfolio Manager could be required to comply with the enhanced obligations under the Proposed Private Fund Rules. The costs of complying with certain of the reporting and compliance

obligations under the Proposed Private Fund Rules could be substantial, and it is unclear if the costs of preparing such reports would be borne by the Issuer or the Portfolio 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. In addition, if the Portfolio Manager was prohibited from discussing the underlying portfolio of Collateral Obligations with investors, or if certain types of side letters were prohibited absent highly specific disclosure, it could result in a reduction of the quality and quantity of information provided to holders of the Notes, and could have a negative effect on the Portfolio Manager's ability to manage CLO transactions.

There is no "grandfathering" under the Proposed Private Fund Rules, and therefore the Portfolio Manager would be obligated to comply with the Proposed Private Fund Rules with respect to the Issuer and any other CLO transactions or other private funds that it manages within one year after the effective date of the final rule. There can be no assurance that the Proposed Private Fund Rules will be adopted in the form proposed, or at all, and if adopted in any form, when such Proposed Private Fund Rules would take effect. Each investor in the Notes must make its own determination as to whether its investment in the Notes would be affected by the Proposed Private Fund Rules, and the potential impact of the Proposed Private Fund Rules on its investment, any liquidity in connection therewith and on its portfolio generally. None of the Issuer, the Co-Issuer, the Portfolio Manager, the Trustee, the Collateral Administrator, the Placement Agent nor any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the Proposed Private Fund Rules to the Portfolio Manager and/or the Issuer on the Closing Date or at any time in the future.

Investors should be aware and in some cases are required to be aware of the risk retention and due diligence requirements that currently apply in Europe and the United Kingdom.

Certain risk retention and due diligence requirements (as applicable, the "**EU and UK Retention and Due Diligence Requirements**") set out in (i) Regulation (EU) 2017/2402 (the "**EU Securitization Regulation**") and (ii) the securitisation regulation enacted in the UK by virtue of the operation of the EUWA, as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (SI 2019/660) (the "**UK Securitization Regulation**" and together with the EU Securitization Regulation, the "**EU/UK Securitization Regulation**"), apply in respect of various types of investors regulated in the EU and/or the UK, as applicable, including institutions for occupational retirement, credit institutions and investment firms (in each case, including consolidated affiliates thereof, wherever located), alternative investment fund managers who manage and/or market alternative investment funds in the EU and/or the UK, investment firms, management companies, insurance and reinsurance undertakings and management companies of UCITS funds or internally managed UCITS (each as defined in the EU Securitization Regulation or UK Securitization Regulation, as applicable, the "**Affected Investors**").

The EU and UK Retention and Due Diligence Requirements restrict Affected Investors from investing in securitizations unless such investors (a) have verified that, among other things: (i) 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 Securitization Regulation and/or Article 6 of the UK Securitization Regulation, as applicable, and the risk retention is disclosed to institutional investors; (ii) the originator, sponsor or SSPE (each as defined in the EU/UK Securitization Regulation) has, where applicable, made available the information required by Article 7 of the EU Securitization Regulation and/or Article 7 of the UK Securitization Regulation, as applicable, in accordance with the frequency and modalities provided for in that Article; and (iii) where the originator or original lender is established in a third country (meaning outside the EU/UK), 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 (b) are able to demonstrate that they have undertaken certain due diligence with respect to various matters, including the risk characteristics of its investment position and the underlying assets, and that procedures are established for such activities to be monitored on an on-going basis. Failure by an Affected Investor to comply with the EU and UK Retention and Due Diligence Requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant Affected Investor.

The EU and UK Retention and Due Diligence Requirements apply to Affected Investors in respect of their investment in the Notes, but none of the Transaction Parties or any of their respective affiliates or any other person

intends to retain a material net economic interest in the securitization constituted by the issuance of the Notes in accordance with the EU and UK Retention and Due Diligence Requirements or to take any other action which may be required by Affected Investors for the purposes of their compliance with the EU and UK Retention and Due Diligence Requirements. Consequently, the Notes may not be a suitable investment for Affected Investors. In addition, such lack of suitability could have a negative impact on the price and liquidity of the Notes in the secondary market. Each prospective investor in the 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 compliance with any of the EU and UK Retention and Due Diligence Requirements.

In addition, 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**") provides 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, in each case, when managing any AIF, the disclosure and transparency requirements of AIFMD and UK AIFMR, as applicable, apply to any non-EEA and non-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" or because the issuance of the Notes constitutes a "collective investment scheme" (within the meaning of section 235 of the Financial Services and Markets Act 2000) falling outside the scope of AIFMD and UK AIFMR, as applicable. It is possible, however, that this position could change in the event that one or more European regulatory authorities or the UK Financial Conduct Authority expresses a view that such exemption or exclusion is not available to CLO issuers. If AIFMD or UK AIFMR were to apply to the Issuer as a non-EEA or non-UK AIF and the Issuer engaged in any marketing in the EEA and/or the UK, the Issuer would be subject to the disclosure and transparency requirements of AIFMD and/or UK AIFMR, as applicable, which require, among other things, that investors in the European Union 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 AIFMD or UK AIFMR, as applicable, and made available to investors; that periodic reports relating to the AIF must be filed with the competent regulatory authority in each EU member state and the UK, as applicable, in which the fund has been marketed. All or any of these regulatory requirements may adversely affect the Portfolio Manager's ability to achieve the Issuer's investment objective, and may result in additional costs and expenses for the Issuer. In addition, it is unclear whether or not the Issuer would be able to comply with such disclosure requirements.

Relevant institutional investors in-scope of the EU Securitization Regulation or the UK Securitization Regulation should also note that both regimes provide for certain restrictions on third country jurisdictions in which securitization special purpose entities ("**SSPEs**) may be established. In particular, the UK Securitization Regulation provides for a restriction on the establishment of SSPEs in third countries that are listed as high-risk and non-cooperative jurisdictions by the Financial Action Task Force ("**FATF**"). The EU Securitization Regulation restricts the establishment of SSPEs in jurisdictions that are listed by the EU as jurisdictions that have strategic deficiencies in its regime on anti-money laundering and counter terrorists financing or are non-cooperative jurisdictions for tax purposes. It should be noted that on February 21, 2022 the EU published a delegated act (the "**EU Delegated Act**") which added, among other jurisdictions, the Cayman Islands to the anti-money laundering and countering the financing of terrorism list (the "**EU AML/CFT List**"). The EU Delegated Act came into effect on March 13, 2022. Such legislation created a restriction on an SSPE being established in the Cayman Islands and may have adverse consequences for relevant institutional investors under the EU Securitization Regulation in terms of the regulatory treatment of the Notes (although the exact consequences are unclear) and may impact the liquidity or market value of the Notes. Investors subject to the UK Securitization Regulation will not be immediately or directly impacted by the addition of the Cayman Islands to the EU/AML CFT List.

The Japanese Financial Services Agency adopted rules, which became effective on March 31, 2019, 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 Rules**"). Among other things, the JRR Rules require Japanese Affected Investors to apply higher risk weighting to securitization exposures they hold unless the applicable "originator" (as defined in the JRR Rules) commits to hold a "securitization exposure" (as defined in the JRR Rules) of at least 5% of the total underlying assets in the securitization transaction

or such investors determine that the original assets collateralizing the securitization transaction were not inappropriately formed (the "**Japanese Retention Requirement**"). Under the JRR Rules, Japanese Affected Investors will 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, there are several unresolved questions relating to the JRR Rules and little guidance on many aspects of the rules, including, among other things, (i) what is meant by assets "not inadequately formed" and what materials Japanese Affected Investors may be required to review to make such a determination, (ii) the eligibility requirements for a retention holder for purposes of the rule and (iii) the basis on which to calculate the 5% Japanese Retention Requirement (*i.e.*, how to determine the amount of the "securitization exposure").

If a Japanese Affected Investor determined that the Japanese Retention Requirements apply to this transaction, such requirements might apply in respect of the issuance of the Notes or any Refinancing, Re-Pricing or additional issuance, and may reduce liquidity and trading in respect 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 Transaction Parties intends to take any steps to comply with the Japanese Retention Requirement or makes any representation or agreement regarding compliance with the Japanese Retention Requirement or the consequences of the Japanese Retention Requirement for any Person.

Furthermore, no party, including, without limitation, the Portfolio Manager, the Placement Agent, the Trustee, the Collateral Administrator nor any of their respective affiliates, makes any representation, warranty or guarantee that the Collateral Obligations were not, or will not be, "inadequately or inappropriately formed," that the information made available with respect to the Collateral Obligations is sufficient to make such a determination or that the transaction otherwise satisfies the JRR Rules.

All investors whose investment activities are subject to investment laws and regulations, regulatory capital requirements, or review by regulatory authorities should consult with their own legal, accounting and other advisors in determining whether, and to what extent, the Notes will constitute legal investments for them or are subject to investment or other restrictions, unfavorable accounting treatment, capital charges or reserve requirements. None of the Transaction Parties nor any of their affiliates makes any representation, warranty or guarantee that the structure of the Notes is compliant with any applicable legal, regulatory or other framework, including as any such framework applies to any investor's investment in the Notes.

Book-entry holders are not considered holders of Notes under the Indenture and may experience some delay in receipt of payments on the Notes.

Holders of beneficial interests in any Notes held in global form will not be considered holders of such Notes under the Indenture. After payment of any interest, principal or other amount to DTC, neither the Issuer nor the Co-Issuer will have any responsibility or liability for the payment of such amount by DTC or to any holder of a beneficial interest in a Global Note. DTC or its nominee will be the sole holder for any Notes held in global form, and therefore each Person owning a beneficial interest in a Note held in global form 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 any rights of a holder of a Note under the Indenture.

Holders of the Notes owning a book-entry Note may experience some delay in their receipt of distributions of interest and principal on such Note since distributions are required to be forwarded by the Paying Agent to DTC, and DTC will be required to credit such distributions to the accounts of its participants which thereafter will be required to credit them to the accounts of the applicable Holders of the Notes, either directly or indirectly through indirect participants. See "*Description of the Notes—Form, Denomination and Registration of the Notes*."

Actions of the Rating Agency can adversely affect the market value or liquidity of the Notes.

The Rating Agency may change their published ratings criteria or methodologies for securities such as the Secured Notes at any time in the future. Further, the Rating Agency may retroactively apply any such new standards to the ratings of the Secured Notes. Any such action could result in a substantial lowering (or even withdrawal) of any rating assigned to any Secured Notes, despite the fact that such Secured Notes might still be performing fully to the specifications set forth for such Secured Notes in this Offering Circular and the Transaction Documents. The

rating assigned to any Secured Notes may also be lowered following the occurrence of an event or circumstance despite the fact that the Rating Agency previously provided confirmation that such occurrence would not result in the rating of such Secured Notes being lowered. Additionally, the Rating Agency may, at any time and without any change in its published ratings criteria or methodology, lower or withdraw any rating assigned by it to any Class of Secured Notes. If any rating initially assigned to any Secured Notes is subsequently lowered or withdrawn for any reason, Holders of the Notes may not be able to resell their Notes without a substantial discount. Any reduction or withdrawal of the ratings on any Class of Secured Notes may significantly reduce the liquidity of the Notes and may adversely affect the Issuer's ability to make certain changes to the composition of the Assets.

In addition to the ratings assigned to the Secured Notes, the Issuer will be utilizing ratings assigned by rating agencies to obligors of individual Collateral Obligations. Such ratings will primarily be publicly available ratings. There can be no assurance that rating agencies 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 Instrument. In addition, the ratings assigned to Collateral Obligations by any rating agency are subject to change at any time, including for reasons unrelated to performance, such as changes in rating agency methodology, changes in economic conditions, changes in the loan markets, changes in the creditworthiness of the underlying obligors and a variety of other factors. Any change in such methods and standards or any downgrade actions by S&P with respect to any Collateral Obligations, even if such Collateral Obligations do not suffer defaults or delinquencies or otherwise deteriorate in performance, could result in a significant rise in the number of CCC Collateral Obligations and Caa Collateral Obligations, which could cause the Issuer to fail to satisfy an Overcollateralization Ratio Test or the Reinvestment 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 and/or otherwise impair the market value or liquidity of such Collateral Obligations and the Notes.

See "*Description of the Notes—Mandatory Redemption*" and "*Security for the Secured Notes—The Coverage Tests and the Reinvestment Overcollateralization Test*."

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. In recent years, certain rating agencies have changed the manner and the circumstances under which they are willing to provide such confirmation and have indicated reluctance to provide confirmation in the future, regardless of the requirements of the applicable indenture and other transaction documents. If the transaction documents require satisfaction of the S&P Rating Condition before certain action may be taken and the Rating Agency is unwilling to provide the required confirmation, it may be impossible to effect such action, which could result in losses being realized by the Issuer and, indirectly, by Holders of Notes.

If the Rating Agency announces or informs the Trustee, the Portfolio Manager or the Issuer that confirmation from the Rating Agency is not required for a certain action or that its practice is to not give such confirmations for certain types of actions, the Indenture will provide that the requirement for confirmation from the Rating Agency will not apply. Furthermore, the requirement will not apply if no Class of Notes of which any Note is Outstanding is then rated by the Rating Agency. If, by the Determination Date relating to the [second] Distribution Date, Effective Date Ratings Confirmation has not been obtained, the Secured Notes will be subject to redemption in the manner described under "*Use of Proceeds—Ramp-Up Period*." There can be no assurance that the Rating Agency will provide such rating confirmations upon request, regardless of the terms agreed to among transaction participants, or not subsequently withdraw or downgrade its ratings on one or more Classes of Secured Notes, which could materially adversely affect the value or liquidity of the Secured Notes.

Credit rating agencies reforms.

Rule 17g-5 requires each nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the Exchange Act (an "**NRSRO**") providing a rating of a structured finance product such as this transaction paid for by the "arranger" (defined as the issuer, the underwriter or the sponsor) to obtain an undertaking from the arranger to (i) create a password protected website, (ii) post on that website all information provided to the NRSRO in

connection with the initial rating of any Class of Secured Notes and all information provided to the NRSRO in connection with the surveillance of such rating, in each case, contemporaneous with the provision of such information to the applicable NRSRO and (iii) provide access to such website to other NRSROs that have made certain certifications to the arranger regarding their use of the information. In this transaction, the "arranger" is the Issuer.

The Rating Agency must be able to reasonably rely on the arranger's certifications. If the arranger does not comply with its undertakings to the Rating Agency with respect to this transaction, the Rating Agency may withdraw its ratings of the Secured Notes, as applicable. In such case, the withdrawal of ratings by the Rating Agency may adversely affect the price or transferability of the Secured Notes and may adversely affect any beneficial owner that relies on ratings of securities for regulatory or other compliance purposes.

Under Rule 17g-5, NRSROs providing the requisite certifications described above may issue unsolicited ratings of the Secured Notes which may be lower and, in some cases, significantly lower than the ratings provided by the Rating Agency. In addition, a NRSRO may issue an unsolicited rating on a Class for which no rating was solicited from it, and such rating may be lower than the solicited rating on such Class. The unsolicited ratings may be issued prior to, on or after the Closing Date and will not be reflected herein. Issuance of any unsolicited rating will not affect the issuance of the Notes. Such unsolicited ratings could have a material adverse effect on the price and liquidity of the Secured Notes and, for regulated entities, could adversely affect the value of the Secured Notes as a legal investment or the capital treatment of the Secured Notes.

The SEC may determine that the Rating Agency no longer qualifies as an NRSRO for purposes of the federal securities laws and that determination may also have an adverse effect on the market prices and liquidity of the Secured Notes.

Rule 15Ga-2 and Rule 17g-10 under the Exchange Act require certain filings or certifications be made in connection with the performance of "due diligence services" for a rated asset-backed security on or after June 15, 2015. In connection with the Effective Date, the Indenture requires an accountant's agreed upon procedures report to be delivered to the Trustee, and portions of this report may constitute "due diligence services" under Rule 17g-10. Under Rule 17g-10, a provider of third-party due diligence services must provide to each NRSRO rating the transaction a written certification on Form ABS Due Diligence-15E (which obligation to provide such report may be satisfied if an issuer agrees to post such Form ABS Due Diligence-15E to the Rule 17g-5 website maintained in connection with the transaction). If the Issuer or any third party that provides due diligence services to the Issuer does not comply with its obligations under Rule 17g-10, the Rating Agency may withdraw (or fail to confirm) its ratings of the Secured Notes, as applicable. In such case, the withdrawal of, or failure to confirm, ratings by the Rating Agency may adversely affect the price or transferability of the Secured Notes and may adversely affect any beneficial owner that relies on ratings of securities for regulatory or other compliance purposes.

Financial information provided to Holders of Notes in the Monthly Report and the Distribution Report will be unaudited.

On a monthly basis, excluding any month in which a Distribution Date occurs, commencing in [●] 20[●], the Issuer will compile and make available (or cause to be compiled and made available) to the Rating Agency (if then rating a Class of Secured Notes), the Trustee, the Portfolio Manager, the Placement Agent and, upon written request therefor, to any Holder shown on the Note Register or the and upon written notice to the Trustee in the form required under the Indenture, any beneficial owner of any Notes, a monthly report (the "**Monthly Report**"), setting forth certain information with respect to the Collateral Obligations in respect of the immediately preceding month, including certain loss and delinquency information on the Collateral Obligations and measurements of each criterion included in the Investment Criteria. In preparing and furnishing the Monthly Reports, the Issuer will rely conclusively on the accuracy and completeness of the information or data regarding the Collateral Obligations that has been provided to it by the Collateral Administrator (which will rely conclusively, in turn, on the accuracy and completeness of certain information provided to it by the Portfolio Manager), and the Issuer will not verify, recompute, reconcile or recalculate any such information or data. Not later than the Business Day preceding each Distribution Date, the Issuer shall render (or cause to be rendered) an accounting to the Rating Agency (if then rating a Class of Secured Notes), the Trustee, the Portfolio Manager, the Placement Agent and, upon written request therefor, to any Holder shown on the Note Register and upon written notice to the Trustee in the form prescribed under the Indenture, any beneficial owner of Notes, a report containing all the information in a Monthly Report

reported for the full Collection Period as well as setting forth, among other things, certain information as to the distributions being made on such Distribution Date, the fees to be paid to the Portfolio Manager and the Trustee and the loss and delinquency status of the Collateral Obligations (the "**Distribution Report**"). These Monthly Reports and Distribution Reports will also be made available at the internet website of the Trustee. Neither such information nor any other financial information furnished to Holders of the Notes, will be audited and reported upon, and an opinion will not be expressed, by an independent public accountant.

Money laundering prevention laws may require certain actions or disclosures.

The Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**") requires that financial institutions, a term that includes banks, broker-dealers and investment companies, establish and maintain compliance programs to guard against money laundering activities. The USA PATRIOT Act requires the Secretary of the United States Department of the Treasury (the "**Treasury**") to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Financial Crimes Enforcement Network ("**FinCEN**"), an agency of the Treasury, has announced that it is likely that such regulations would require pooled investment vehicles such as the Co-Issuers to enact anti-money laundering policies. The Anti-Money Laundering Act of 2020, enacted as part of the National Defense Authorization Act for Fiscal Year 2021, requires the Treasury to establish national priorities for anti-money laundering ("**AML**") and counter-terrorism financing ("**CFT**") policies and requires financial institutions to then incorporate these priorities into their risk-based AML / CFT programs. The Anti-Money Laundering Act of 2020 also includes the Corporate Transparency Act, which requires Treasury to prescribe regulations that may require certain pooled investment vehicles such as the Co-Issuers to report beneficial owner information to FinCEN. It is possible that there could be promulgated legislation or regulations that would require the Co-Issuers, the Placement Agent or other service providers to the Co-Issuers, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to investors in the Notes. Such legislation and/or regulations could require the Co-Issuers to implement additional restrictions on the transfer of the Notes. The Co-Issuers reserve the right to request such information as is necessary to verify the identity of a Holder and the source of the payment of subscription monies, or as is necessary to comply with any customer identification programs required by FinCEN and/or the SEC. In the event of delay or failure by the applicant to produce any information required for verification purposes, an application for or transfer of Notes and the subscription monies relating thereto may be refused.

Cayman Islands Anti-Money Laundering Legislation.

Each of the Administrator and the Issuer is subject to the Anti-Money Laundering Regulations (as amended) of the Cayman Islands (together with The Guidance Notes on the Prevention and Detection of Money Laundering, Terrorist Financing and Proliferation Financing in the Cayman Islands (or equivalent legislation and guidance, as applicable), and each as amended and revised from time to time, the "**Cayman AML Regulations**"). The Cayman AML Regulations apply to anyone conducting "relevant financial business" in or from the Cayman Islands intending to form a business relationship or carry out a one-off transaction. The Cayman AML Regulations require a financial service provider to maintain certain anti-money laundering procedures including those for the purposes of verifying the identity and source of funds of an "applicant for business"; e.g. an investor, as well as the identity of the beneficial owner/controller of the investor, where applicable. Except in certain circumstances, including where an entity is regulated by a recognized overseas regulatory authority and/or listed on a recognized stock exchange in an approved jurisdiction, the Issuer, or its agents will likely be required to verify each investor's identity and may be required to verify the source of the payment used by such investor in a manner similar to the obligations imposed under the laws of other major financial centers. Application of an identity verification exemption at the time of purchase of the Notes may nevertheless require verification of identity prior to payment of proceeds from the Notes. In addition, if any person in the Cayman Islands 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 (i) the Financial Reporting Authority of the Cayman Islands (the "**FRA**"), pursuant to the Proceeds of Crime Act (as amended) of the Cayman Islands (the "**PCA**"), if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the FRA, pursuant to the Terrorism Act (as amended) of the Cayman Islands (the "**Terrorism Act**"), if the disclosure

relates to involvement with terrorism or terrorist financing and property. If the Issuer were determined by the Cayman Islands authorities to be in violation of the PCA, the Terrorism Act or the Cayman AML Regulations, the Issuer could be subject to substantial criminal penalties and/or administrative fines. The Issuer may be subject to similar restrictions in other jurisdictions. Such a violation could materially adversely affect the timing and amount of payments by the Issuer to the holders of the Notes.

Regulation U Requirements may apply.

Regulation U governs certain credit secured, directly or indirectly, by Margin Stock that is extended by Persons other than securities broker-dealers (such Persons, "**Regulation U Lenders**"). Under current interpretations of Regulation U by the Board of Governors of the Federal Reserve System ("**FRB**") and its staff, the purchase of a debt security, such as the Notes, in a private placement is treated as an extension of credit. Among other things, Regulation U generally imposes certain limits on the amount of credit that Regulation U Lenders may extend for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock ("**Purpose Credit**"). Regulation U Lenders are not subject to the Regulation U credit limits with respect to extensions of credit that are not Purpose Credit.

Regulation U also requires certain Regulation U Lenders (other than Persons that are banks within the meaning of Regulation U) to register with the FRB. Qualified Institutional Buyers purchasing debt securities in a transaction in compliance with Rule 144A are generally not required to register with the FRB where the securities are not Purpose Credit. In addition, non-U.S. Persons that do not have a principal place of business in a Federal Reserve District are also generally not required to register with the FRB under Regulation U.

With respect to the Secured Notes, the provisions of the Indenture and the Portfolio Management Agreement are intended to provide that, for purposes of Regulation U, the proceeds of such Notes are not used in a manner that would cause such Notes to be Purpose Credit, and that such Notes therefore is not subject to the credit limits of Regulation U; however, such result is not guaranteed. In addition, although any Margin Stock received by the Issuer is not included in the Assets that is pledged for the benefit of holders of the Secured Notes, purchasers of the Secured Notes also should consider whether for purposes of Regulation U they could be deemed to be indirectly secured by Margin Stock and therefore Regulation U Lenders subject to the registration and credit requirements of Regulation U. These registration requirements should not in any event apply to U.S. persons purchasing under Rule 144A (to the extent that the Secured Notes are not Purpose Credit) or non-U.S. persons purchasing in reliance on Regulation S that do not have a principal place of business in a Federal Reserve District. Purchasers of Secured Notes subject to the registration requirements of Regulation U, as well as any purchasers of such Notes that are banks within the meaning of Regulation U, may be subject to certain additional requirements under Regulation U. If a purchaser of Secured Notes does not comply with any applicable Regulation U requirements, such failure may result in a violation of Regulation U and such violation, among other things, could affect the enforceability of such Notes. Purchasers of the Secured Notes should consult their own legal advisors as to Regulation U and its application to them. Under the Indenture, each purchaser of an interest in Secured Notes will be deemed to have represented that either (x) such purchaser's principal place of business is not located within any Federal Reserve District or (y) such purchaser has satisfied and will satisfy any applicable registration or other requirements of the FRB including, without limitation, Regulation U, in connection with its acquisition of the Secured Notes, as applicable.

With respect to the Subordinated Notes, the provisions of the Indenture and the Portfolio Management Agreement are intended to provide that, for purposes of Regulation U, such Subordinated Notes are not secured directly or indirectly by any Margin Stock held by the Issuer because under the Indenture (i) no Margin Stock or any other assets are pledged to the Subordinated Notes, and (ii) the Issuer is not permitted to hold Margin Stock except as noted in the succeeding paragraph. If the Subordinated Notes are not secured directly or indirectly by Margin Stock, the purchase of such Subordinated Notes would not cause the purchaser to become a Regulation U Lender. However, if an investor or any Affiliate thereof holds Subordinated Notes at the same time as it (or an Affiliate) holds Secured Notes, there is some risk that the Subordinated Notes could be viewed for purposes of Regulation U as being indirectly secured by any Margin Stock held by the Issuer (at least to the extent that the Secured Notes themselves could be viewed for purposes of Regulation U as being indirectly secured by Margin Stock). If the Subordinated Notes are deemed indirectly secured by Margin Stock (whether because the relevant holder or its Affiliate also owns Secured Notes, or for any other reason), holders of such Notes might be deemed to be in violation of Regulation U and such violation, among other things, could affect the enforceability of the relevant

Notes. Investors should consult with their own legal advisors regarding Regulation U and its application to them prior to purchasing Subordinated Notes and prior to holding (directly or through an Affiliate) Subordinated Notes at the same time as Secured Notes.

Purchasers of the Secured Notes should note that (i) the Issuer is permitted to receive Equity Securities or Workout Securities that are Margin Stock, (ii) such Equity Securities can only be received in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the issuer or obligor thereof and (iii) the Issuer is required to liquidate such Equity Securities that are Margin Stock to the extent required by the provisions of the Indenture described in [clause (g)] under "*Security for the Secured Notes— Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*". Additionally, Margin Stock will not be included in the Assets; however, the proceeds of such Margin Stock would be available to make payments on the Secured Notes. As a result, there can be no guarantee that the credit extended by purchasing the Secured Notes are not Purpose Credit.

In addition, Regulation X generally prohibits certain Persons from receiving credit outside of the United States to purchase or carry United States securities or within the United States to purchase or carry any securities ("**Securities Credit**") in excess of the credit limitations of Regulation U, whether or not the party extending the Securities Credit is subject to Regulation U. If any holder is deemed to have extended Securities Credit to the Issuer or the Co-Issuer in violation of the credit limits of Regulation U (e.g., in cases where such holder (or its Affiliates) holds Subordinated Notes at the same time as the Secured Notes, as discussed above), the Issuer or the Co-Issuer also could be viewed as having violated Regulation X, even if such holder is not subject to Regulation U.

Violations of Regulations U and X generally constitute violations of the Exchange Act, under which they are promulgated. No opinion, no-action position or other approvals have been obtained from the FRB or the SEC (the latter of which has responsibility for enforcing Regulations U and X) with respect to the status of the Notes under Regulations U and X. If a holder, the Issuer or the Co-Issuer were deemed to have violated Regulation U or X, as applicable, possible consequences would include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation or seek other relief or penalties; (ii) other investors in the Issuer or the Co-Issuers could sue the relevant holder or the Issuer or the Co-Issuer for any damages caused by the violation; or (iii) the Notes that involve the violation of the margin requirements may be unenforceable.

Relating to the Assets

Below investment-grade Assets involve particular risks.

The Assets will consist primarily of non-investment grade loans or interests in non-investment grade loans, which are subject to liquidity, market value, credit, interest rate, reinvestment and certain other risks. The Issuer will also be permitted to acquire Permitted Non-Loan Assets. It is anticipated that the Assets generally will be subject to greater risks than investment grade corporate obligations. These risks could be exacerbated to the extent that the portfolio is concentrated in one or more particular types of Collateral Obligations.

While a limited amount of concentration of certain Collateral Obligations with respect to any particular obligor, region or industry is expected to exist on the Effective Date, redemptions of Collateral Obligations and the disposition by the Issuer of Collateral Obligations and any subsequent reinvestment in other Collateral Obligation may result in a greater concentration in any one obligor, region or industry, and such concentration could subject the Notes to a greater degree of risk with respect to collateral defaults by such obligor, and such concentration of the Issuer's portfolio in any one industry or region could subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry or region. To the extent that below investment grade debt obligations as an asset class generally underperform or experience increased levels of credit losses or market volatility, the Collateral Obligations will likely experience credit and trading losses even without significant obligor and industry diversification.

Prices of the Collateral Obligations may be volatile, and will generally fluctuate due to a variety of factors that are inherently difficult to predict, including but not limited to changes in interest rates, prevailing credit spreads, general economic conditions, financial market conditions, domestic and international economic or political events, developments or trends in any particular industry, and the financial condition of the obligors of the Collateral Obligations. The current uncertainty affecting the United States economy and the economies of other countries in which issuers of Collateral Obligations are domiciled and the possibility of increased volatility in financial markets

could adversely affect the value and performance of the Collateral Obligations. Additionally, loans, bonds and interests in loans have significant liquidity and market value risks since they are not generally traded in organized exchange markets but are traded by banks and other institutional investors engaged in loan syndications and the high-yield bond market. Because loans are privately syndicated and loan agreements are privately negotiated and customized, loans are not purchased or sold as easily as publicly traded securities. In addition, historically the trading volume in the loan market has been small relative to the debt securities market.

Obligors of below investment-grade Collateral 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 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 meet specific projected business forecasts or the unavailability of financing. All risks associated with the Issuer's investment in such Collateral Obligations will be borne by the holders of the Notes.

Leveraged loans have historically experienced greater default rates than has been the case for investment grade securities. The Assets may include Discount Obligations and DIP Collateral Obligations which may be subject to a higher risk of becoming Defaulted Obligations than other types of Collateral Obligations. There can be no assurance as to the levels of defaults and/or recoveries that may be experienced on the Collateral Obligations, and an increase in default levels could adversely affect payments on the Notes.

A non-investment grade loan, bond or other debt obligation or an interest in a non-investment grade loan or other debt obligation is generally considered speculative in nature and may become a Defaulted Obligation for a variety of reasons. Upon any Collateral Obligation becoming a Defaulted Obligation, such Defaulted Obligation may become subject to either substantial workout negotiations or restructuring, which may entail, among other things, a substantial reduction in the interest rate, a substantial write-down of principal, and a substantial change in the terms, conditions and covenants with respect to such Defaulted Obligation. In addition, such negotiations or restructuring may be quite extensive and protracted over time, and therefore may result in substantial uncertainty with respect to the ultimate recovery on such Defaulted Obligation. Furthermore, limitations on the Issuer's ability to utilize Interest Proceeds and Principal Proceeds in connection with restructuring Collateral Obligations or mitigating losses on Collateral Obligations may disadvantage the Issuer compared to other creditors and potential future lenders to a distressed obligor. This may make it more difficult for the Issuer to participate in debt restructuring opportunities that it might otherwise consider to be in the best interests of the Holders of the Notes and could exacerbate the risk of loss to the Issuer by virtue of impairment of the Issuer's relative position as a creditor of an obligor that is in financial distress. The liquidity for Defaulted Obligations may be limited, and to the extent that Defaulted Obligations are sold, it is highly unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest thereon. Furthermore, there can be no assurance that the ultimate recovery on any Defaulted Obligation will be at least equal to either the minimum recovery rate assumed by the Rating Agency in rating the applicable Secured Notes or any recovery rate used in connection with any analysis of the Notes that may have been prepared by the Placement Agent for or at the direction of holders of any Notes.

Credit ratings are not a guarantee of quality.

Credit ratings of assets represent the rating agencies' opinions regarding their credit quality and are not a guarantee of quality or performance. A credit rating is not a recommendation to buy, sell or hold assets and may be subject to revision or withdrawal at any time by the assigning rating agency. If a rating assigned to any Collateral Obligation is lowered for any reason, no party is obligated to provide any additional support or credit enhancement with respect to such Collateral Obligation. Rating agencies attempt to evaluate the relative future creditworthiness of an obligation and do not address other risks, including but not limited to, liquidity risk, market value or price volatility; therefore, ratings do not fully reflect the true risks of an investment. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that an obligor's current financial condition may be better or worse than a rating indicates. Consequently, credit ratings of any Collateral Obligation (as is also the case in respect of the Secured Notes) should be used only as a preliminary indicator of investment quality and should not be considered a completely reliable indicator of investment quality. Rating reductions or withdrawals may occur for any number of reasons and may affect numerous assets at a single time or within a short period of time, with material adverse effects upon the Notes. It is possible that many credit ratings of assets included in or similar to the Collateral Obligations will be subject to significant or severe adjustments downward. See "*—Relating to the Notes—Actions of the Rating Agency can adversely affect the market value or liquidity of the Notes*."

A substantial portion of the initial portfolio of Collateral Obligations was acquired prior to the Closing Date.

It is expected that at least U.S.$[●] in aggregate principal balance of the initial Collateral Obligations (the "**Pre-Closing Collateral Obligations**") to be held by the Issuer as of the Closing Date will be acquired (or committed to be acquired), directly or indirectly, by the Issuer prior to the Closing Date, as recommended by the Portfolio Manager, at prevailing market prices at the time of purchase by the Issuer.

The Issuer has used, and will continue to use until the Closing Date, proceeds of borrowings under a warehouse credit agreement among the Issuer, the Portfolio Manager, an affiliate of the Placement Agent (the "**Lender**") and [preferred investors affiliated with the Portfolio Manager] (the "**Equity Investors**") (as amended, modified or supplemented from time to time, the "**Warehouse Agreement**") to purchase and enter into binding commitments to purchase Pre-Closing Collateral Obligations. Under the terms of the Warehouse Agreement, the Portfolio Manager (on behalf of the Issuer) will select Pre-Closing Collateral Obligations for acquisition by the Issuer in accordance with the Warehouse Agreement. The advances under the Warehouse Agreement are secured by a pledge of all assets of the Issuer to the Lender. Any interest that has accrued on the Pre-Closing Collateral Obligations but remains unpaid on the Closing Date ("**Pre-Closing Date Accrued Interest**") will be paid to the Lender as contingent interest out of the proceeds from the sale of the Notes. When the Pre-Closing Date Accrued Interest is paid to the Issuer, the Issuer will retain such amounts. Additionally, on the Closing Date, a portion of the proceeds from the sale of the Notes is expected to be used to pay obligations to the Lender in full and certain other administrative expenses. To the extent the Closing Date does not occur, the Lender may be exposed to losses with respect to the financing it provided in connection with the purchase of the Pre-Closing Collateral Obligations.

The Issuer granted an indemnity against certain losses of the Lender, the Portfolio Manager and other parties under the Warehouse Agreement. The Issuer's obligations survive termination of the Warehouse Agreement and could result in claims against the Issuer after the Closing Date. Any amounts determined to be payable as a result of such claims would be paid as Administrative Expenses in accordance with the Priority of Distributions.

[Any net realized gains on Pre-Closing Collateral Obligations sold or otherwise disposed of prior to the Closing Date will be distributed as determined by the Portfolio Manager and the Equity Investors.] The price paid for each Pre-Closing Collateral Obligations is expected to be its market value on the date the Issuer entered into the commitment to purchase such Pre-Closing Collateral Obligations. Any such price of a Pre-Closing Collateral Obligations may be higher or lower than the market value thereof on the Closing Date. In addition, although the Pre-Closing Collateral Obligations are expected to satisfy the limitations applicable to Collateral Obligations at the time of the commitment to purchase, because of events occurring between the purchase or commitment to purchase and the Closing Date, such Pre-Closing Collateral Obligations may not satisfy such limitations on the Closing Date.

There can be no assurance that the market value of any Pre-Closing Collateral Obligations owned by the Issuer on the Closing Date will be equal to or greater than the price paid therefor by the Issuer on the date of acquisition thereof. There can be no assurance given that the Issuer and its portfolio of Collateral Obligations will not be materially and adversely affected by changing economic conditions. See "*Risk Factors—General Economic Risks—General economic conditions*." The market value of any or all of the Pre-Closing Collateral Obligations may increase or decreased significantly after the Closing Date. In addition, events occurring between the date hereof and the Closing Date, including changes in prevailing interest rates, prepayments of principal, developments or trends in any particular industry, changes in the financial condition of the obligors of Pre-Closing Collateral Obligations, the timing of purchases during the period preceding the Closing Date and a number of other factors beyond the Issuer's and the Portfolio Manager's control (such as the condition of certain financial markets, general economic conditions and U.S. and international political events), could adversely affect the market value of the Pre-Closing Collateral Obligations purchased during such period. To the extent that any losses are suffered on Pre-Closing Collateral Obligations after the Closing Date, such losses will be borne by the holders of the Notes, beginning with the Subordinated Notes as the most junior Class.

As a lender in connection with the Warehouse Agreement, the Lender has the right to approve all Pre-Closing Collateral Obligations acquired by the Issuer and to require or approve sales of assets by the Issuer under certain circumstances. The Lender will exercise those rights solely for its own benefit as a lender and in a manner that protects its rights and interests as a creditor of the Issuer. None of the Placement Agent or any of its Affiliates has done, and no such person will do, any analysis of the Pre-Closing Collateral Obligations acquired or sold by the Issuer for the benefit of, or in a manner designed to further the interests of, any holder of the Notes.

The Collateral Obligations purchased by the Issuer following the Closing Date may be less favorable in terms of their relative prices, coupons, spreads, prepayments, average lives, maturities, credit risks and market liquidity than the Pre-Closing Collateral Obligations. Collateral Obligations purchased following the Closing Date may provide less interest coverage with respect to the Secured Notes than the Pre-Closing Collateral Obligations as of the Closing Date, and resale values may be lower. There can be no assurance that Collateral Obligations purchased following the Closing Date will perform the same or as well as the Pre-Closing Collateral Obligations.

The Equity Investors and/or their Affiliates will have access to certain information regarding the Pre-Closing Collateral Obligations, including the market value thereof and the prices at which the Pre-Closing Collateral Obligations were purchased, which information may not be available to, or received by, all prospective investors in the Notes. Therefore, if the Equity Investors or any of their Affiliates consider acquiring any Notes, its decision as to whether to acquire such Notes could be made with the benefit of information that is available to it but not to all prospective investors. As a result, the Equity Investors' interests are not aligned with the interests of the Holders, and investors in the Notes should assume that the interest of the Equity Investors is to maximize returns and minimize losses for the Equity Investors during the term of the Warehouse Agreement which could be adverse to the interests of the Holders.

If the issuance of the Notes does not occur, the Pre-Closing Collateral Obligations may be liquidated and the Lender and the Equity Investors may suffer a loss. This risk may provide an incentive for the Placement Agent and the Portfolio Manager to close the transaction in non-optimal conditions.

By its purchase of Notes, each Holder is deemed to have consented on behalf of itself to the purchase of the Pre-Closing Collateral Obligations by the Issuer and the arrangements described above.

Market valuation deviations from cost of purchase are expected to occur.

Because the Issuer is expected to acquire the assets as described above at prices determined prior to the Closing Date, the prevailing market prices of such Collateral Obligations on the Closing Date may be higher or lower than such purchase prices (and could be substantially lower as a result of the continuing impact of and reactions to, among other factors, the COVID-19 global pandemic described under "*—General Economic Risks—Illiquidity in the CDO, leveraged finance and fixed income markets may affect the holders of the Notes*" and other recent economic conditions). If the market price of such a Collateral Obligations increases from the date on which its price was determined to the Closing Date (or the settlement date of such a Collateral Obligation, if later), the Issuer will on the Closing Date (or the settlement date of such a Collateral Obligation, if later) hold a Collateral Obligation whose market value exceeds its cost of purchase. Likewise, if the market price of such a Collateral Obligation decreases from the date on which its price was determined to the Closing Date (or the settlement date of such a Collateral Obligation, if later), the Issuer will on the Closing Date (or the settlement date of such a Collateral Obligation, if later) hold a Collateral Obligation whose market value is less than its cost of purchase. Such market valuation deviations from cost of purchase are expected to occur, and the deviations could be material (either individually or in the aggregate).

By its acquisition of such Collateral Obligations, the Issuer is deemed to have consented on behalf of itself and prospective investors in the Issuer to such transactions, and, by its purchase of Notes, each holder is deemed to have consented on behalf of itself to such acquisitions described above and the arrangements described above in relation to such acquisitions (including in each case as described under "*—A substantial portion of the initial portfolio of Collateral Obligations was acquired prior to the Closing Date*").

Holders of the Notes will receive limited disclosure about the Collateral Obligations.

The Issuer and the Portfolio Manager will not provide the Holders of the Notes 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 unless required or permitted to do so pursuant to the Indenture or the Portfolio Management Agreement. The Issuer and Portfolio Manager also will not disclose to any of these parties the contents of any notice it receives pursuant to the Collateral Obligations or related documents unless required or permitted to do so pursuant to the Indenture or the Portfolio Management Agreement. In particular, the Issuer and the Portfolio Manager will not keep any of these parties informed as to matters arising in relation to any Collateral Obligations,

except as may be required or permitted in connection with the regular reports prepared by the Issuer (or the Collateral Administrator on behalf of the Issuer) in accordance with the Indenture.

The Holders and beneficial owners of the Notes, the Collateral Administrator and the Trustee will not have any right to inspect any records relating to the Collateral Obligations, and the Portfolio Manager will not be obligated to disclose any further information or evidence regarding the existence or terms of, or the identity of any obligor on, any Collateral Obligations, unless specifically required or permitted by the Portfolio Management Agreement or the Indenture, or as may be required by law, statute, rule or regulation. Furthermore, the Portfolio Manager may, with respect to any information that it elects to disclose, require that Persons receiving such information execute confidentiality agreements before being provided with the information.

Lender liability considerations and equitable subordination can affect the Issuer's rights with respect to Collateral Obligations.

A number of judicial decisions have upheld judgments of borrowers against lending institutions on the basis of various evolving legal theories, collectively termed "lender liability." Generally, lender liability is founded on the premise that a lender has violated a duty (whether implied or contractual) of good faith, commercial reasonableness and fair dealing, or a similar duty owed to the borrower or has assumed an excessive degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower or its other creditors or shareholders. Because of the nature of the Assets, the Issuer may be subject to allegations of lender liability.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender (a) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower, (b) engages in other inequitable conduct to the detriment of such other creditors, (c) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (d) uses its influence as a stockholder to dominate or control a borrower to the detriment of other creditors of such borrower, a court may elect to subordinate the claim of the offending lender to the claims of the disadvantaged creditor or creditors, a remedy called "equitable subordination." Because of the nature of the Assets, the Assets may be subject to claims of equitable subordination.

Because Affiliates of the Portfolio Manager and its Related Entities may hold equity or other interests in obligors of Collateral Obligations, the Issuer could be exposed to claims for equitable subordination or lender liability or both based on such equity or other holdings.

The preceding discussion is based upon principles of United States federal and state laws. Insofar as Collateral Obligations that are obligations of non-United States obligors are concerned, the laws of certain foreign jurisdictions may impose liability upon lenders or bondholders under factual circumstances similar to those described above, with consequences that may or may not be analogous to those described above under United States federal and state laws.

Impact of Uninvested Cash Balances; Unpaid Accrued Interest on Collateral Obligations

To the extent 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 Distribution Date.] If the Issuer issues Additional Notes after the Closing Date, the Issuer would likely 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 Distribution 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 Distribution Date.

Calculation of Overcollateralization Ratio Tests

If any Coverage Test is not satisfied as of any Determination Date, cash flows otherwise payable to 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 Distributions. Calculation of the Adjusted Collateral Principal Amount of Collateral Obligations for purposes of the Overcollateralization Ratio Tests applies certain reductions to the par amount of Collateral Obligations. For example, for purposes of this calculation, CCC Collateral Obligations and Caa Collateral Obligations in excess of certain levels, and Defaulted Obligations, will be carried at a balance less than their respective Principal Balance pursuant to the definition of Adjusted Collateral Principal Amount. Such reductions may increase the likelihood that one or more Overcollateralization Ratio 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.

The Issuer is subject to reinvestment risk.

The amount of Assets purchased on the Closing Date and the amount and timing of purchases of Assets after the Closing Date will affect the cash flows available to make payments on, and the return to the Holders of, the Notes. Reduced liquidity and relatively lower volumes of issuance and trading in certain Assets, in addition to restrictions on investment under the Indenture, could result in periods of time during which the Issuer is not able to fully invest its available cash in Assets or during which the assets available for investment will not be of comparable quality. It is unlikely that the Issuer's available cash will be invested fully in Assets at any time. Further, the longer the period such cash is invested in Eligible Investments, the greater the adverse impact may be on the aggregate amount of Interest Proceeds available for distribution by the Issuer. The associated reinvestment risk on the Assets will be borne by the holders of the Notes in the reverse of such securities' order of priority, beginning with the Subordinated Notes. Although the Portfolio Manager may mitigate this risk to some degree during the Reinvestment Period by declaring a Special Redemption, the Portfolio Manager is not required to do so. Any Special Redemption will result in early deleveraging of the Issuer and may result in a lower yield on the Subordinated Notes.

The level of earnings on reinvestments will depend on the availability and purchase price of investments determined by the Portfolio Manager to be appropriate investments by the Issuer and the interest rates thereon. The need to satisfy the Investment Criteria and identify acceptable investments may require the purchase of Collateral Obligations having lower yields than those Collateral Obligations previously acquired by the Issuer as Collateral Obligations mature, prepay or are sold or require temporary investment in Eligible Investments. In addition, obligors on the Collateral Obligations may be more likely to exercise any rights they may have to redeem or refinance such obligations when interest rates or spreads are declining. Any decrease in the yield on the Assets will reduce the amounts available for distribution on the Notes.

Loan prepayments may affect the ability of the Issuer to invest and reinvest available funds in appropriate Assets.

Loans are generally prepayable in whole or in part at any time at the option of the obligor thereof at par plus accrued unpaid interest thereon. Prepayments on loans may be caused by a variety of factors which are often difficult to predict. Consequently, there exists a risk that loans purchased at a price greater than par may experience a capital loss as a result of such a prepayment. In addition, Principal Proceeds received upon such a prepayment are subject to reinvestment risk during and after the Reinvestment Period. Any inability of the Issuer to reinvest payments or other proceeds in Assets with comparable interest rates that satisfy the Investment Criteria specified herein 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. There is no assurance that the Issuer will be able to reinvest proceeds in assets with comparable interest rates at favorable purchase prices that satisfy the Investment Criteria or (if it is able to make such reinvestments) as to the length of any delays before such investments are made. The rate of prepayments, amortization and defaults may be influenced by various factors including:

- changes in obligor performance and requirements for capital;
- the level of interest rates;

- lack of credit being extended and/or the tightening of credit underwriting standards in the commercial lending industry; and

- the overall economic environment, including any fluctuations in the recovery from the current economic conditions.

The Issuer cannot predict the actual rate of prepayments, accelerated amortization or defaults which will be experienced with respect to the Collateral Obligations. As a result, the Notes may not be a suitable investment for any investor that requires a regular or predictable schedule of principal payments.

The Issuer may not be able to acquire Collateral Obligations that satisfy the Investment Criteria.

A portion of the initial Collateral Obligations is expected to be purchased after the Closing Date as described herein. The ability of the Issuer to acquire an initial portfolio of Collateral Obligations that satisfies the Investment Criteria at the projected prices, ratings, rates of interest and any other applicable characteristics will be subject to market conditions and availability of such Collateral Obligations. Any inability of the Issuer to acquire Collateral Obligations that satisfy the Investment Criteria specified herein 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. There is no assurance that the Issuer will be able to acquire Collateral Obligations that satisfy the Investment Criteria.

Investing in loans involves particular risks.

The Issuer may acquire interests in loans either directly (by way of assignment from the Selling Institution) or indirectly (by purchasing a Participation Interest from the Selling Institution). Loans are not generally traded on established trading exchanges by banks and other institutional investors engaged in syndications and loan participations, respectively. 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 document, consent of the obligor 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. As described in more detail below, 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 institution selling the Participation Interest 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 Interest. As a result, the Issuer will assume the credit risk of both the borrower and the institution selling the Participation Interest, which will remain the legal owner of record of the applicable loan. The Portfolio Manager has not and will not perform independent credit analyses of the Selling Institutions. 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, and may not benefit from any set off between the Selling Institution and the borrower. In addition, the Issuer may purchase a Participation Interest from a Selling Institution that does not itself retain any portion of the applicable loan and, therefore, may have limited interest in monitoring the terms of the loan agreement and the continuing creditworthiness of the borrower. When the Issuer holds a Participation Interest in a loan it will not have the right to vote under the applicable loan agreement with respect to every matter that arises thereunder, and it is expected that each Selling Institution will reserve the right to administer the loan sold by it as it sees fit and to amend the documentation evidencing such loan in all respects. Selling Institutions voting in connection with such matters may have interests different from those of the Issuer and may fail to 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.

The purchaser of an assignment of an interest in a loan typically succeeds to all the rights and obligations of the assigning selling institution and becomes a lender under the loan agreement with respect to that loan. As a purchaser of an assignment, the Issuer generally will have the same voting rights as other lenders under the applicable loan agreement, including the right to vote to waive enforcement of breaches of covenants or to enforce compliance by the borrower with the terms of the loan agreement, and the right to set off claims against the borrower and to have recourse to collateral supporting the loan. Assignments are, however, arranged through private negotiations between assignees and assignors, and in certain cases the rights and obligations acquired by the purchaser of an assignment may differ from, and be more limited than, those held by the assigning Selling Institution.

Assignments and participations are sold strictly without recourse to the selling institutions, and the selling institutions will generally make no representations or warranties about the underlying loan, the borrowers, the documentation of the loans or any collateral securing the loans. In addition, the Issuer will be bound by provisions of the underlying loan agreements, if any, that require the preservation of the confidentiality of information provided by the borrower. Because of certain factors including confidentiality provisions, the unique and customized nature of the loan agreement, and the private syndication of the loan, loans are not purchased or sold as easily as are publicly traded securities.

Investing in bonds involves particular risks.

The Issuer may acquire Permitted Non-Loan Assets, or Bonds, in accordance with the terms of the Indenture. 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 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 bonds may not reflect the liquidation value of the 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 Cov-Lite Loans involves certain risks.

A substantial portion of the Collateral Obligations may be comprised of Cov-Lite Loans. Cov-Lite Loans typically do not have Maintenance Covenants. Ownership of Cov-Lite Loans may expose the Issuer to different risks, including with respect to liquidity, price volatility and ability to restructure loans, than is the case with loans that have Maintenance Covenants.

Furthermore, as provided in clause [(xxxii)] in "*Description of the Notes—Modification of Indenture—Modifications without the Consent of Holders*", the percentage of the Collateral Principal Amount that may consist of Cov-Lite Loans may be changed without the consent of any Holder of Notes (other than a Majority of the Controlling Class and a Majority of the Subordinated Notes). Holders should be aware that any such change could increase the amount of Cov-Lite Loans the Issuer is permitted to acquire, changing the risk profile of the pool of Collateral Obligations, which may have a material adverse effect on the Secured Notes.

Investing in Senior Unsecured Loans involves certain risks.

Senior Unsecured Loans are unsecured obligations of the applicable obligor, may be subordinated to other obligations of the obligor and generally have greater credit, insolvency and liquidity risk than is typically associated with investment grade obligations and secured obligations. Unsecured obligations will generally have lower rates of recovery than secured obligations following a default. Also, in the event of the insolvency of an obligor of any unsecured obligation, the holders of such unsecured obligation will be considered general, unsecured creditors of the obligor, will have fewer rights than secured creditors of the obligor and will be subordinate to the secured creditors with respect to the related collateral. See also "*—Bankruptcy of one or more obligors could reduce or eliminate the return to the Issuer on a Collateral Obligation and so may impair payments on the Notes*."

Investing in Second Lien Loans involves certain risks.

The Collateral Obligations may include Second Lien Loans, each of which will be secured by a pledge of collateral, but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to other secured obligations of the obligors secured by all or a portion of the collateral securing such secured loan. Second Lien Loans may be subordinated to senior secured 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. Such Second Lien Loans will generally have rights that are subordinated to those of the senior secured obligations. Second Lien 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. Second Lien Loans are typically subject to intercreditor arrangements, the provisions of which may prohibit or restrict the ability of the holder of a Second Lien Loan to (i) exercise remedies against the collateral with respect to their second liens; (ii) challenge any exercise of remedies against the collateral by the first lien lenders with respect to their first liens; (iii) challenge the enforceability or priority of the first liens on the collateral; and (iv) exercise certain other secured creditor rights, both before and during a bankruptcy of the borrower. In addition, during a bankruptcy of the obligor, the holder of a Second Lien Loan may be required to give advance consent to (a) any use of cash collateral approved by the first lien creditors; (b) sales of collateral approved by the first lien lenders and the bankruptcy court, so long as the second liens continue to attach to the sale proceeds; and (c) debtor-in-possession financings.

Liens arising by operation of law may take priority over the Issuer's liens on an obligor's underlying collateral and impair the Issuer's recovery on a Collateral Obligation in the event of a default or foreclosure on that Collateral Obligation.

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 obligor. 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.

The Issuer will have 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 Portfolio 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 or will refuse amendments or waivers of the terms of any Collateral Obligation and related documents in accordance with its portfolio management practices and the standard of care specified in the Portfolio Management Agreement. The Holders of Notes will not have any right to compel the Portfolio Manager to take or refrain from taking any actions other than in accordance with its portfolio management practices and the standard of care specified in the Portfolio Management Agreement.

The Portfolio Manager may, in accordance with its portfolio management practices and subject to the Indenture and the Portfolio Management Agreement, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any Collateral Obligation, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of a Collateral Obligation could postpone the expected maturity of the Notes and/or reduce the likelihood of timely and complete payment of interest on or principal of the Secured Notes or distributions on the Subordinated Notes.

Minority holders of syndicated loans have limited voting rights.

The Issuer will generally purchase each Collateral Obligation in the form of an assignment of, or Participation Interest in, a note or other obligation issued under a loan facility to which more than one lender is a party. These loan facilities are administered for the lenders by a lender or other agent acting as the lead administrator. The terms and conditions of these loan facilities may be amended, modified or waived only by the agreement of the lenders.

Generally, any such agreement requires the consent of a majority or a super-majority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders, and the Issuer may have a minority interest in such loan facilities. Consequently, the terms and conditions of a Collateral Obligation issued or sold in connection with a loan facility could be modified, amended or waived in a manner contrary to the preferences of the Issuer if the amendment, modification or waiver of such term or condition does not require the unanimous vote of the lenders and a sufficient number of the other lenders concur with such modification, amendment or waiver. There can be no assurance that any Collateral Obligations issued or sold in connection with any loan facility will maintain the terms and conditions to which the Issuer or a predecessor in interest to the Issuer originally agreed.

The Issuer's participation on creditors' committees may involve certain risks.

The Issuer may 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. The participants on such a committee will attempt to achieve an outcome that is in their respective individual best interests and there can be no assurance that results that are the most favorable to the Issuer will be obtained 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.

Entering into Hedge Agreements involves certain risks.

The payments associated with any Hedge Agreements generally rank senior to payments on the Notes. The Placement Agent and/or one or more of their respective affiliates with acceptable credit support arrangements may act as counterparty with respect to all or some of the Hedge Agreements, which may create certain conflicts of interest. Moreover, in the event of the insolvency of a Hedge Counterparty, the Issuer will be treated as a general creditor of such Hedge Counterparty. Consequently, the Issuer will be subject to the credit risk of each Hedge Counterparty, as well as that of the related Collateral Obligations.

The Hedge Agreements also pose risks upon their termination. A Hedge Counterparty may terminate the applicable Hedge Agreements upon the occurrence of certain events of default or termination events thereunder with respect to the Issuer (including, but not limited to, bankruptcy, if any withholding tax is imposed on payments thereunder by or to such Hedge Counterparty, a change in law making the performance of the obligations under such Hedge Agreement unlawful, or the determination to sell or liquidate the Assets upon the occurrence of an Event of Default under the Indenture), and in the case of such early termination of any Hedge Agreement, the Issuer may be required to make a payment to the related Hedge Counterparty. Any amounts that would be required to be paid by the Issuer to enter into replacement Hedge Agreements will reduce amounts available for payments to Holders of Notes. In either case, there can be no assurance that the remaining payments on the Assets would be sufficient to make payments of interest and principal on the Secured Notes and distributions with respect to the Subordinated Notes.

Insolvency considerations with respect to obligors of Collateral Obligations may affect the Issuer's rights.

Various laws enacted for the protection of creditors may apply to the Collateral Obligations. The information in this and the following paragraph is applicable with respect to U.S. obligors. Insolvency considerations will differ with respect to non-U.S. obligors. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of an obligor of a Collateral Obligation, such as a trustee in bankruptcy, were to find that the obligor did not receive fair consideration or reasonably equivalent value for incurring the indebtedness constituting such Collateral Obligation and, after giving effect to such indebtedness, the obligor (i) was insolvent, (ii) was engaged in a business for which the remaining assets of such obligor 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 mature, such court could determine to invalidate, in whole or in part, such indebtedness as a fraudulent conveyance, to subordinate such indebtedness to existing or future creditors of the obligor or to recover amounts previously paid by the obligor in satisfaction of such indebtedness. The measure of insolvency for purposes of the foregoing will vary. Generally, an obligor would be considered insolvent at a particular time if the sum of its debts were then greater than all of its property at a fair valuation or if the present fair salable value of its assets were then less than the amount that would be required to pay its probable liabilities on its existing debts as they became absolute and matured. There can be no assurance as

to what standard a court would apply in order to determine whether the obligor was "insolvent" after giving effect to the incurrence of the indebtedness constituting the Collateral Obligations or that, regardless of the method of valuation, a court would not determine that the obligor was "insolvent" upon giving effect to such incurrence. In addition, in the event of the insolvency of an obligor of a Collateral Obligation, payments made on such 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 under federal bankruptcy law or even longer under state laws) before insolvency.

In general, if payments on Collateral Obligations are avoidable, whether as fraudulent conveyances or preferences, such payments can be recaptured, either from the initial recipient (such as the Issuer) or from subsequent transferees of such payments (such as the Holders 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 as described under "*—Relating to the Notes—The subordination of the Notes will affect its right to payment; failure of a court to enforce non-petition obligations will adversely affect Holders*." However, a court in a bankruptcy or insolvency proceeding would be able to direct the recapture of any such payment from a Holder of Notes only to the extent that such court has jurisdiction over such Holder or its assets. Moreover, it is likely that avoidable payments could not be recaptured directly from a Holder 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 a Holder of Notes will be able to avoid recapture on this or any other basis.

Bankruptcy of one or more obligors could reduce or eliminate the return to the Issuer on a Collateral Obligation and so may impair payments on the Notes.

There is a significant risk that one or more of the obligors may enter bankruptcy proceedings. Such proceedings may result in, among other things, a substantial reduction in the interest rate and a substantial write down of the principal of the related Collateral Obligation(s). There are a number of significant risks inherent in the bankruptcy process. *First*, rulings in a bankruptcy case are the product of adversary proceedings determined by a court with equitable powers, and are beyond the control of specific creditors. *Second*, a bankruptcy filing may adversely and permanently affect the obligor making such filing. The obligor may lose its market position, key employees, relationships with important suppliers, access to the capital markets or other sources of liquidity and otherwise become incapable of restoring itself as a viable entity. If for this or any other reason, a Chapter 11 reorganization is converted to or becomes a liquidation, the liquidation value of the obligor may not equal the liquidation value that was believed to exist at the time of purchase of the Collateral Obligation. *Third*, the duration of a bankruptcy case is difficult to predict. A creditor's return on investment can be adversely affected by delays while a plan of reorganization is being negotiated, approved by parties in interest and confirmed by the bankruptcy court until it ultimately becomes effective. For example, in general, unsecured creditors' claims for interest accrued between the bankruptcy filing and a reorganization plan's consummation are not allowed. *Fourth*, the administrative costs of the debtor and official committees in connection with the bankruptcy case are frequently high and will be paid out of the debtor's estate prior to any return to general unsecured creditors. If the bankruptcy case involves protracted or difficult litigation, or turns into a liquidation, substantial assets may be devoted to such administrative costs; a creditor's costs in monitoring and enforcing its investment also may substantially increase. Certain claims that have priority by law (for example, claims for taxes) also may be significant. Finally, under certain circumstances, creditors' claims against bankrupt or insolvent entities may be subject to equitable subordination or recharacterization as equity (particularly where the creditor is an insider or otherwise controls the debtors), and transfers made to creditors may be subject to avoidance and disgorgement as preferences or fraudulent conveyances.

Investing in Non-U.S. Assets.

The Assets may consist, in part, of Collateral Obligations to obligors organized under the laws of, or all or substantially all of the assets of which are located in, a country other than the United States. Collateral Obligations to obligors located outside the United States and its territories may involve greater risks than Collateral Obligations to obligors located in the United States and its territories. These risks include: (i) less publicly available information about the related obligor; (ii) varying levels of governmental regulation and supervision; and (iii) the difficulty of enforcing legal rights in a foreign jurisdiction and uncertainties as to the status, interpretation and application of laws. Moreover, foreign companies are generally not subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those applicable to U.S. companies.

Generally, there is less governmental supervision and regulation of exchanges, brokers and issuers in foreign countries than there is in the United States. For example, there may be no comparable provisions under certain foreign laws with respect to insider trading and similar investor protection afforded by securities laws that apply with respect to securities transactions consummated in the United States. Moreover, if the sovereign rating of a country in which an obligor on a Collateral Obligation is located is downgraded, the ratings applicable to such Collateral Obligation may decline as well.

Foreign markets also have different clearance and settlement procedures, and in certain markets there have been times when settlements have failed to keep pace with the volume of securities transactions, making it difficult to conduct such transactions. Delays in settlement could result in periods when assets of the Issuer are uninvested and no return is earned thereon. The inability of the Issuer to make intended purchases of Collateral Obligations due to settlement problems or the risk of intermediary counterparty failures could cause the Issuer to miss investment opportunities. The inability to dispose of a Collateral Obligation due to settlement problems could result either in losses to the Issuer due to subsequent declines in the value of such Collateral Obligation or, if the Issuer has entered into a contract to sell the Collateral Obligation, could result in possible liability to the purchaser. Transaction costs of buying and selling foreign debt obligations, including brokerage, tax and custody costs, also are generally higher than those involved in domestic transactions. Furthermore, foreign financial markets, while generally growing in volume, have, for the most part, substantially less volume than U.S. markets, and debt obligations of many foreign companies are less liquid and their prices more volatile than debt obligations of comparable domestic companies.

In some non-U.S. countries, there is the possibility of expropriation, nationalization or confiscatory taxation, limitations on the convertibility of currency or the removal of securities, property or other assets of the Issuer, political, economic or social instability or adverse diplomatic developments, each of which could have an adverse effect on the Issuer's investments in such foreign countries (which may make it more difficult to pay U.S. Dollar-denominated obligations such as the Collateral Obligations). The economies of individual non-U.S. countries may also differ favorably or unfavorably from the U.S. economy in such respects as growth of gross domestic product, rate of inflation, volatility of currency exchange rates, depreciation, capital reinvestment, resource self-sufficiency and balance of payments position.

Collateral Obligations consisting of obligations of non-U.S. issuers 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 issuer is located and may differ depending on whether the issuer 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.

Rising interest rates may render some obligors unable to pay interest on their Collateral Obligations.

Most of the Collateral Obligations bear interest at floating interest rates. To the extent interest rates increase, periodic interest obligations owed by the related obligors will also increase. As prevailing interest rates increase, some obligors may not be able to make the increased interest payments on Collateral Obligations or refinance their balloon and bullet Collateral Obligations, resulting in payment defaults and Defaulted Obligations. Conversely, if interest rates decline, obligors may refinance their Collateral Obligations at lower interest rates which could shorten the average life of the Notes.

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.

Bridge Loans may involve a greater risk of loss than other loans.

Bridge Loans are typically provided as short-term capital to be used in an acquisition, development or refinancing by an obligor. Obligors usually borrow funds under a conventional loan to repay a Bridge Loan. Therefore, such Collateral Obligations may be dependent on an obligor's ability to obtain permanent financing to repay the Bridge Loan in a shorter period of time than other loans. This ability could depend on market conditions and other factors. To the extent the obligor cannot refinance the Bridge Loan, the Issuer and the holders of Notes may be adversely affected.

Relating to the Portfolio Manager

The Portfolio Manager's operating history is not indicative of future results.

The Issuer will be the [twenty-second] CLO to be managed by the Portfolio Manager. The past performance of Elmwood and principals or Affiliates thereof in managing other portfolios or investment vehicles may not be indicative of the results that the Portfolio Manager may be able to achieve with the Collateral Obligations by virtue of the services provided by the Portfolio Manager under the Portfolio Management Agreement. In relation to such services, the past performance of the Portfolio Manager and principals or Affiliates thereof over a particular period may not be indicative of the results that may actualize in future periods. Furthermore, the nature of, and risks associated with, the Issuer's investments, as selected by the Portfolio Manager, may differ from those investments and strategies undertaken historically by the Portfolio Manager and principals and Affiliates thereof. There can be no assurance that the Issuer's investments will perform similarly to past investments of the Portfolio Manager or of principals or Affiliates thereof or that the Issuer will be able to avoid losses or other negative results. In addition, such past investments may have been made utilizing a leveraged capital structure and 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 and regulatory requirements that govern investments in the Collateral Obligations do not govern Elmwood's investments and investment strategies generally, such investments conducted in accordance with such criteria, and the results they yield, are not directly comparable with, and will differ substantially from, other investments undertaken by the Portfolio Manager and principals and Affiliates thereof.

The Portfolio Manager may resign or be removed for Cause and there can be no assurance that any successor portfolio manager will have the same level of skill as Elmwood in performing the obligations of the Portfolio Manager.

The Portfolio Manager may resign or be removed in certain circumstances described herein. No resignation or removal of the Portfolio Manager will be effective (i) until the date as of which a successor portfolio manager shall have been appointed in accordance with the Portfolio Management Agreement and delivered an instrument of acceptance to the Issuer and the removed Portfolio Manager and the successor portfolio manager has effectively assumed all of the Portfolio Manager's duties and obligations and (ii) unless the Statement of Cause has been delivered to the Issuer as set forth in the Portfolio Management Agreement. However, there can be no assurance that any successor to Elmwood as the Portfolio Manager upon the resignation or removal of Elmwood in such capacity will have the same level of skill in performing the obligations of the Portfolio Manager, which could have a material adverse effect on the Issuer.

The Portfolio Manager has informed the Issuer that members, partners and employees of Elmwood or its Affiliates may invest or may have invested in Related Entities or other investment vehicles sponsored or managed by the Portfolio Manager and/or its Affiliates, may be or may become actively involved in managing the investment decisions of such Related Entities or other investment vehicles or non-investment-related activities and other clients and will not devote all of their time to the Issuer's business and affairs. In addition, individuals not currently associated with the Portfolio Manager may become associated with the Portfolio Manager or individuals currently associated with the Portfolio Manager may cease to be associated with the Portfolio Manager and the performance

of the Collateral Obligations may come to depend on the financial and managerial experience and expertise of such individuals that are not associated with the Portfolio Manager as of the Closing Date. See "*The Portfolio Management Agreement*" and "*The Portfolio Manager*."

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

The Portfolio Manager is entitled to the Base Management Fee, the Subordinated Management Fee and the Incentive Management Fee in the priorities set forth herein, subject to the Priority of Distributions as described herein and the availability of funds therefor. To the extent of funds available on each Distribution Date, the Portfolio Manager may be paid the Incentive Management Fee if the Incentive Management Fee Threshold has been met as of such Distribution Date. See "*Summary of Terms—Priority of Distributions*."

Payment of the Incentive Management Fee and payments on the Subordinated Notes will be dependent to a large extent on the yield earned on the Collateral Obligations. Accordingly, the Portfolio 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 Portfolio Manager to make investments that are riskier or more aggressive than would be the case in the absence of such fees. This fee structure and ownership of the Subordinated Notes could create an incentive for the Portfolio 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 Portfolio Manager may make more speculative investments in Collateral Obligations because the payment of the Incentive Management Fee 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 Portfolio 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 Portfolio Manager may pursue different or varied strategies at any time which could result in losses to the Issuer.

Potential SEC Enforcement Actions.

There can be no assurance that the Portfolio Manager or its Affiliates will avoid regulatory examination and possibly enforcement actions under existing laws. Recent SEC enforcement actions and settlements involving U.S.-based private fund advisers have involved a number of issues, including the undisclosed allocation of the fees, costs and expenses related to unconsummated co-investment transactions (*i.e.*, the allocation of broken deal expenses), undisclosed legal fee arrangements affording the applicable adviser with greater discounts than those afforded to funds advised by such adviser and the undisclosed acceleration of certain special fees. If the SEC or any other Governmental Authority, regulatory agency or similar body takes issue with the past or future practices of the Portfolio Manager or any of its Affiliates as they pertain to any of the foregoing, the Portfolio Manager and/or such Affiliates will be at risk for regulatory sanction. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against the Portfolio Manager and/or such Affiliates was small in monetary amount, the adverse publicity relating to, and time spent on, the investigation, proceeding or imposition of these sanctions could harm the Issuer, the Portfolio Manager and/or their respective Affiliates' reputations which may adversely affect the performance of the Notes. There is also a material risk that regulatory agencies in the United States and beyond will continue to adopt burdensome new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or enhance the interpretation or enforcement of existing laws and regulations. Any such events or changes could occur during the term of the Notes and may adversely affect the Portfolio Manager and its ability to operate and/or pursue its management strategies on behalf of the Issuer. Such risks are often difficult or impossible to predict, avoid or mitigate in advance.

Holders will have no right to manage the Collateral Obligations.

The Issuer's activities will be directed by the Portfolio Manager. The Holders of the Notes generally will not make decisions with respect to the management, disposition or other realization of any Collateral Obligation, or other decisions regarding the business and affairs of the Issuer. Consequently, the success of the Issuer will depend, in large part, on the skill and expertise of the Portfolio Manager's investment professionals. No investor should purchase Notes unless such investor is willing to entrust all management of the Collateral Obligations to the Issuer and the Portfolio Manager.

The Portfolio Manager may from time to time consult with, receive input from, and provide information to, third parties (who may or may not be or become Holders or beneficial owners of Notes) in respect of obligations being considered for acquisition by the Issuer. Some of those same third parties may have interests adverse to those of the holders of Notes and may take a short position (for example, by buying protection under a credit default swap) relating to any such obligations or other financial instruments.

The Portfolio Manager may receive investment recommendations from Holders of the Notes.

The Portfolio Manager will be retained by the Issuer pursuant to the Portfolio Management Agreement and, subject to the standard of care set forth therein and the restrictions on the Issuer's ability to acquire and dispose of Collateral Obligations set forth in the Indenture and the Portfolio Management Agreement, the Portfolio Manager will manage the investment activities of the Issuer as the Portfolio Manager believes to be in the best interests of the Holders of the Notes. See "*The Portfolio Management Agreement*." Individual Holders and/or groups of Holders of the Notes may, from time to time, contact the Portfolio Manager and make recommendations regarding the acquisition or disposition of specific Collateral Obligations and/or the pursuit of particular investment strategies. Additionally, in connection with the initial offering of the Notes, potential Holders of the Notes may have contacted the Portfolio Manager prior to the Closing Date and made recommendations in connection with evaluating their potential investment. Any such recommendation (whether made before or after the Closing Date), if adopted, may be adverse to the interests of certain Holders or Holders of certain Classes of the Notes, since the interests of Holders of Notes generally will vary by Class and certain other factors. Although the Portfolio Manager has and, after the Closing Date, will have, no restrictions on its ability to communicate with any such Holders or potential Holders of the Notes (except as provided by Applicable Law or confidentiality requirements), it will be under no obligation to adopt any such recommendation. The Portfolio Manager may pursue any investment strategy that is consistent with the Indenture and the Portfolio Management Agreement, and may in its sole discretion change such strategy from time to time in the future without the approval of, or prior consultation with, any Holder. Regardless of any recommendations or requests of individual Holders or potential Holders and/or groups of Holders or potential Holders of Notes, the Portfolio Manager will make investment decisions for the Issuer as the Portfolio Manager believes to be in the best interests of the Holders of the Notes, subject to and in accordance with the Collateral Quality Test, the Investment Criteria or Post-Reinvestment Period Criteria (as applicable), the Concentration Limitations and other requirements of the Indenture and the Portfolio Management Agreement.

The Issuer will depend on the managerial expertise available to the Portfolio Manager, its Affiliates and its key personnel.

Because the composition of the Assets will vary over time, the performance of the portfolio of Collateral Obligations depends heavily on the skills of the Portfolio Manager in analyzing, selecting and managing the Collateral Obligations. As a result, the Issuer will be highly dependent on the financial and managerial expertise of the investment professionals employed by the Portfolio Manager and/or its Affiliates who are assigned to select and manage the Assets and perform the other obligations of the Portfolio Manager under the Portfolio Management Agreement.

The Portfolio Manager may change the investment professionals and other employees who select and manage the Assets and perform the other obligations of the Portfolio Manager in its sole discretion at any time without notice to, or the consent of, the Issuer. There can be no assurance that any such employees selected by the Portfolio Manager in its sole discretion will have the same level of experience in selecting and managing loans and high-yield debt securities and performing such other obligations as the persons they replace. Any such change to the persons appointed by the Portfolio Manager to perform such obligations, or the loss of one or more of such individuals, may have a material and adverse effect on the Assets, in which event payments on the Notes could be reduced or delayed.

Relating to Certain Conflicts of Interest

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 Portfolio Manager, its clients and its affiliates, and the Placement Agent 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 Portfolio Manager and its related entities.

The following briefly summarizes certain potential and actual conflicts of interest which may arise from the overall investment activity of the Portfolio Manager and its Related Entities, but is not intended to be an exhaustive list of all such conflicts.

Although the Portfolio Manager and certain of its officers and employees will devote such time and effort as the Portfolio Manager deems appropriate to enable it to discharge its duties to the Issuer under the Portfolio Management Agreement, they will not devote all of their working time to the affairs of the Issuer. As part of their regular business, the Portfolio Manager, its Affiliates and their respective officers and employees hold, purchase, sell, trade or take other related actions for their respective accounts, for the account of the Issuer and for the accounts of their Related Entities in which the Issuer has no interest, on a principal or agency basis, with respect to loans, investments and any other financial instruments. Such other accounts may have investment objectives, programs, strategies, positions, risk parameters, restrictions and guidelines that are similar or dissimilar to or may conflict with those of the Issuer. Also, such other accounts may invest in businesses that compete with, have interests adverse to, or are affiliated with the obligors on loans or other obligations held by the Issuer, which could adversely affect the performance of the Issuer. The Portfolio Manager and its Related Entities may invest in the Notes issued by the Co-Issuers or may bid at an auction of Equity Securities, Defaulted Obligations or Collateral Obligations owned by the Issuer.

The Portfolio Manager and/or its Affiliates may also provide investment advisory services for a negotiated fee to obligors who may or may not be Affiliates or Related Entities with respect to the Portfolio Manager and whose loans are Collateral Obligations, and neither the holders of Notes nor the Co-Issuers shall have any right to such fees. Accordingly, the Portfolio Manager and its Affiliates may receive fees or other benefits for these services which are greater than and in addition to any fees the Portfolio Manager is receiving for its services to the Issuer. This disparity in fee income may create potential conflicts of interest between the Portfolio Manager's obligations to the Issuer and the Portfolio Manager's interest in generating fee income. Furthermore, the Portfolio Manager may waive, rebate or share all or a portion of its Management Fees with any Person as it may agree or as may otherwise be required by applicable law. From time to time, the Portfolio Manager may also enter into arrangements with, provide consultancy services for or establish private investment vehicles and separately managed accounts for, certain clients, including Related Entities, pursuant to which the Portfolio Manager is compensated through a sharing of fees and remuneration earned by such clients in connection with specific investment recommendations of the Portfolio Manager. Such arrangements could result in an incentive for the Portfolio Manager to favor the interests of other clients relative to the interests of the Issuer or the Holders. No Holder of Notes will have the right to review or to receive the economic or other benefits of any such arrangement to which such Holder is not a party. Any such arrangements may affect the incentives of the Portfolio Manager in managing the Collateral Obligations and may also affect the incentives of any Holders of Notes benefitting from such arrangements in taking actions that such Holders may be permitted to take under the Indenture and the Portfolio Management Agreement, including votes concerning amendments to the Transaction Documents and the removal for "Cause" of the Portfolio Manager. Subject to compliance with the Portfolio Manager's internal policies and procedures, the Portfolio Manager and its Affiliates may also carry on investment activities for their own accounts, employees and for family members and friends who do not invest in the Issuer, and may give advice and recommend securities to Related Entities and such advice and recommendations may differ from advice given to, or investments and any other type of financial instrument recommended for, the Issuer, even though their investment objectives may be the same or similar.

As mentioned above, the Portfolio Manager, its Affiliates and their respective officers and employees provide investment advisory services and consultancy services, among other services. The Portfolio 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 Portfolio Manager, its Affiliates and their respective officers and employees may have economic interests in, or other relationships with, issuers in whose obligations or credit exposures the Issuer may invest. In particular, such Persons may invest, or may have already invested, in other financial instruments that are senior or junior to, or *pari passu* with, certain obligations or financial instruments of the same issuer that are held by the Issuer (*e.g.,* another account advised by the Portfolio Manager may acquire senior debt while the Issuer may acquire subordinated debt) 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 Portfolio 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 Portfolio Manager, its Affiliates and their respective officers and employees may hold, purchase, sell, trade or take other related actions in investments of a type that may be suitable to be included as Collateral Obligations. The Portfolio Manager, its Affiliates and their respective officers and employees will not be required to offer such investments to the Issuer or provide notice of such activities to the Issuer.

The Portfolio Manager or any of its Affiliates may serve as a general partner, adviser, officer, director, sponsor or manager of partnerships or companies organized to issue collateralized bond or loan obligations secured by non-investment grade bank loans. In such instances the Portfolio Manager and its Affiliates may give advice or take action with respect to such investments which may differ from the advice given or the timing or nature of any action taken with respect to the investments of the Issuer. As a result of such advice or actions, the prices and availability of other financial investments in which the Issuer invests or may seek to invest, and the performance of the Issuer, may be adversely affected.

The Portfolio Manager, its Affiliates and their 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 such obligations and other financial instruments for or on behalf of themselves and their Related Entities without purchasing or selling such obligations and other financial instruments for the Issuer and may purchase or sell other financial instruments for the Issuer without purchasing or selling such other financial instruments for themselves or their Related Entities, subject to any restrictions applicable in the Investment Advisers Act and the Portfolio Manager's code of ethics. Accordingly, the performance of Related Entities and the Issuer will differ. Neither the Portfolio Manager nor any Affiliate 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 Portfolio Manager, its Affiliates and their Related Entities are not restricted from forming additional investment funds, from entering into other investment advisory relationships or from engaging in other business activities, even though such activities may be in competition with the Portfolio Manager's responsibility to manage the Collateral Obligations and/or may involve substantial time and resources of certain partners, officers or employees of the Portfolio Manager. These activities could be viewed as creating a conflict of interest in that the time and effort of the principals of Elmwood and its officers and employees will not be devoted exclusively to the business of the Portfolio Manager, but will be allocated between the business of the Portfolio Manager and the investment management services provided to other clients of Elmwood. Further, such other activities may generate higher fees which may also give rise to conflicts of interest.

The Portfolio Manager, its Affiliates and Related Entities may also have or establish relationships with companies whose debt obligations or other financial instruments are included in the Assets and may now or in the future own or seek to acquire such obligations or other financial instruments issued by issuers of certain debt obligations and other financial instruments included in the Assets, and the holders or beneficial owners of such debt obligations and other financial instruments may have interests different from or adverse to the investments that are Collateral Obligations. The Portfolio Manager and/or any of its Affiliates may organize and manage one or more entities with objectives and risk tolerances similar to or different from those of the Issuer. The Portfolio Manager, and/or any of its Affiliates may also provide other advisory services for a customary fee to other entities, and neither the holders of Notes nor the Co-Issuers will have any right to such fees. Some clients (including Related Entities) and investors and prospective clients and investors request and receive, in the sole discretion of the Portfolio Manager, more specific and detailed portfolio information concerning a given portfolio or the strategy and specific investments with respect to such a portfolio, than is routinely provided to other clients in general or specifically with respect to the same portfolio. The Portfolio Manager may choose to provide such information in its sole discretion, subject to applicable law and the terms and conditions of any engagements that the Portfolio Manager may enter into after the Closing Date with other clients and the Portfolio Manager will have no obligation or commitment to provide the same or similar information to all clients, including the Issuer for the benefit of the holders of the Notes. As such, there can be no assurance that the quality, amount nor the frequency of delivery of any such information furnished to any clients or investors (or prospective clients or investors) by or on behalf of the Portfolio Manager or

any of its Affiliates will be the same or similar amongst its clients, including the Issuer for the benefit of the holders of the Notes. Similarly, the Portfolio Manager has no obligation to provide written commentary, research or other communications or analysis to any client regardless of whether any such information may be provided to other clients. In connection with the foregoing activities, the Portfolio Manager and/or any Affiliate may from time to time come into possession of material nonpublic information ("**Inside Information**") that could restrict by law, internal policies or otherwise, the Portfolio Manager from effecting transactions or taking other actions that otherwise might have been initiated on behalf of the Issuer.

Actions taken by Elmwood with respect to Inside Information may result in Elmwood abstaining from making an investment or taking action which, it might have otherwise pursued with respect to the Issuer, which may be to the benefit or detriment of the Issuer. For example, Elmwood may decline to accept Inside Information with respect to an investment held by one individual client strategy in order to avoid being restricted with respect to that investment opportunity in other individual client strategies. Conversely, Elmwood may elect to accept Inside Information even though doing so restricts existing positions of the Issuer.

Notwithstanding the foregoing, the Portfolio Manager will generally make its investment decisions on behalf of the Issuer based on public information. In an effort to avoid restrictions for the Issuer and the Portfolio Manager's and its Affiliates' other clients, the Portfolio Manager will not generally elect to obtain access to Inside Information concerning any issuer or obligor of the Issuer's investments. As a result, the Portfolio Manager may not possess all of the information relating to an issuer or obligor that other investors in securities or obligations of such issuers or obligors may have, and consequently the Portfolio Manager may from time to time take actions or refrain from taking actions on behalf of the Issuer that it would not take or refrain from taking were it in possession of such Inside Information known to other market participants. As a result, the Issuer's performance could be adversely affected.

Furthermore, the Portfolio 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 Portfolio 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 Portfolio Manager might consider in the best interests of the Issuer and the holders of Notes. The Portfolio Manager and any of its Affiliates or Related Entities may engage in any other business and furnish investment management and advisory services to others, which may include, without limitation, serving as portfolio 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 Portfolio Manager will be free, in its sole discretion, to make recommendations to others or effect transactions on behalf of itself or others that may be the same as or different from those effected on behalf of the Issuer, and the Portfolio Manager, its Affiliates and Related Entities have furnished (and expect to continue to furnish) investment management and advisory services to others who have investment policies similar to those followed by the Portfolio Manager with respect to the Issuer and who may own obligations which are the same type as the Collateral Obligations.

Any such separately managed accounts or funds advised by the Portfolio Manager and its Affiliates may require the Portfolio Manager and/or its Affiliates to apply a different valuation methodology in valuing specific investments than the valuation methodology set forth in the Transaction Documents for the Issuer. As a result of such different methodology, the value of certain investments held in such separately managed accounts or funds managed by the Portfolio Manager may differ from the value assigned under the Transaction Documents to the same investments held by the Issuer.

To the extent permitted under Applicable Law, the Portfolio Manager may, on behalf of the Issuer and subject to compliance with the applicable provisions of the Portfolio Management Agreement and the Portfolio Manager's policies and procedures designed to address conflicts that may arise in the context of cross trades, for liquidity, trade allocation or other reasons, purchase debt obligations and other financial instruments from, sell debt obligations and other financial instruments to, or enter into any client cross-transaction with any of its clients, partners, members or their employees and their Affiliates, and any investment vehicles, funds, accounts or similar entities advised by the Portfolio Manager and/or its Affiliates (collectively, the "**Related Entities**") in order to further the investment programs of certain accounts or funds managed by the Portfolio Manager, or for other reasons consistent with the

investment and operating guidelines of such funds or accounts. In addition, with the prior authorization of the Issuer (or its proxy, the Independent Review Party), which can be revoked at any time, the Portfolio 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 Portfolio Management Agreement, in which case any such Affiliate may receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to the transaction. To the extent that a cross-transaction may be viewed as a principal transaction due to the Portfolio Manager's or its Affiliate's ownership interest in another account advised by it or any of its Affiliates, the Portfolio Manager will comply with the requirements of the Investment Advisers Act, as applicable.

The Issuer may acquire from time to time Collateral Obligations selected by the Portfolio Manager from one or more other collateralized debt obligation or similar transactions for which the Portfolio Manager or one of its Affiliates serves as portfolio manager or investment manager. Such transactions in some circumstances may be deemed principal transactions governed by the Investment Advisers Act. Any such principal transactions will be effected in accordance with the terms of the Indenture and the Portfolio Management Agreement, subject to Applicable Law, including, where applicable, a requirement that the Issuer (or its proxy, the Independent Review Party) provide consent prior to settlement of the transaction. The Transaction Documents do not require the Issuer or the Portfolio Manager (acting on behalf of the Issuer) to notify the holders of Notes in connection with obtaining any such consent from the Independent Review Party, nor do the Transaction Documents provide to the holders of Notes any consent rights with respect to principal transactions executed on behalf of the Issuer.

The Portfolio Manager and certain of its Affiliates and Related Entities may purchase Notes at any time on or after the Closing Date, subject to the applicable restrictions set forth in the Indenture. [It is expected that certain Affiliates and/or Related Entities of the Portfolio Manager will purchase [●]% of the Subordinated Notes on the Closing Date.] Any Notes owned by the Portfolio Manager or any of its Affiliates or Related Entities may be sold by such party or parties to related and unrelated parties at any time after the Closing Date, subject to the terms of the Indenture, as described under the heading "*Transfer Restrictions*." Although the Portfolio Manager, its Affiliates and Related Entities may at times be holders of Notes, the interests and incentives thereof will not necessarily be completely aligned with the interests of the other holders of Notes, including holders of the same Class or Classes.

The Portfolio Manager and/or its Affiliates may make recommendations and effect transactions on behalf of its Related Entities which differ from those effected with respect to the Issuer and the Assets. The Portfolio Manager 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 investment manager (including Related Entities) and the Portfolio Manager will have the discretion to apportion such purchases or sales among such entities. Related Entities are expected to hold (at the recommendation or direction of the Portfolio Manager) some of the same investments as the Issuer. Related Entities and other clients of the Portfolio Manager may acquire any such investments on terms more or less favorable than the terms on which the Issuer acquired such investments. As such, the Portfolio Manager cannot assure equal treatment or investment results across its investment clients. When the Portfolio Manager 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 Portfolio Manager 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, as applicable.

The Portfolio Manager expects to advise multiple clients with similar investment strategies. If an investment opportunity would be appropriate for more than one such client, the Portfolio Manager will determine in its sole discretion which clients will participate in the investment opportunity and to what extent. This may result in a client receiving no allocation of a particular investment or receiving an allocation of an investment which is less than it would otherwise have received if the Portfolio Manager did not have multiple clients. Where the Portfolio Manager recommends an investment opportunity to both the Issuer and another client, which client may be Affiliated with the Portfolio Manager, conflicts may arise, including but not limited to conflicts related to the allocation of disposition opportunities and conflicts related to voting or other actions *vis-à-vis* obligors (including a situation where an Affiliated client may not have an incentive to vote in the same manner as the Issuer or may have an incentive to vote against the Issuer with respect to an investment opportunity recommended by the Portfolio Manager). The Portfolio Manager seeks to allocate investment opportunities among clients in a manner that is fair and equitable over time. The Portfolio Manager has adopted an investment allocation policy and will weigh factors that it deems relevant

when making its allocation decision, including (1) the fiduciary duties owed by the Portfolio Manager to its clients, (2) the investment mandates of its clients, (3) the capital available to its clients on a trade date and settlement date basis, the size of each client and the level to which a client is already invested (e.g., whether a client is ramping, as may be the case with a loan accumulation facility), (4) any investment restrictions or limitations applicable to a client whether by contract, regulation or otherwise, and a client's compliance with such restrictions or limitations, (5) the sourcing of the transaction, (6) the size of the transaction (and any minimum denominations therein), (7) the amount of potential follow-on investment that may be required for such investment in light of the capital available for each client, (8) reasons of portfolio balance and re-balancing, including obligor, industry and credit rating diversification (among other diversifying factors), (9) portfolio limitations applicable to each client and a client's compliance therewith, (10) the relative liquidity of an investment, and (11) any other consideration deemed relevant by the Portfolio Manager in good faith. As such, the Portfolio Manager's policy affords it substantial discretion in allocating investment opportunities and such discretion will affect client performance. There is no assurance that such investment opportunities will be allocated to a client fairly or equitably in the short-term and there can be no assurance that a client will be able to participate in any particular investment opportunities that are suitable for it.

In certain circumstances, when allocating orders, the Portfolio Manager will take into account that some client strategies might have less flexibility to invest. In cases where there is a limited investment offering, an individual client might receive a larger allocation or an entire allocation of a specific investment opportunity where the Portfolio Manager determines, in its reasonable discretion, that the specific opportunity aligns with a client's specific investment target, investment guidelines, target returns or risk parameters. Applying these considerations can result in a non-pro rata allocation of a specific investment opportunity to some clients when other clients receive a smaller allocation or none. The Portfolio Manager will allocate certain costs and expenses that are applicable to more than one client in a manner that it determines to be fair and reasonable, taking into account the applicable facts and circumstances.

As set forth above, *pro rata* allocation of investment opportunities should not be expected. Further, because each allocation decision is determined based on the facts and circumstances existing at the time of allocation, the Portfolio Manager does not subscribe to a single methodology to make its allocations. There can be no assurance that any particular investment opportunity will be allocated in a particular manner and further, the Portfolio Manager may employ allocation methodologies which differ from, or are inconsistent with, previously used methodologies. Investment opportunities that are presented to the Related Entities (other than the Portfolio Manager) or their officers, directors, employees or agents, do not fall within the Portfolio Manager's allocation policies and procedures to the extent they are not presented directly to the Portfolio Manager.

The Portfolio Manager and its Related Entities, from time to time, acquire, hold, or sell for their own accounts, investments which may also be appropriate for clients. The Portfolio Manager is not required to offer these investment opportunities to its clients or share with or inform them of such opportunities before the Portfolio Manager or its Related Entities make such investments. Further, there is the possibility that the Portfolio Manager or its Related Entities will invest in opportunities that the Portfolio Manager declined to recommend for client investment. Accordingly, there may be instances where all or substantially all of an investment opportunity will be allocated to the Portfolio Manager or its Related Entities but not to unaffiliated clients. This can result in the potential for an increased economic benefit to the Portfolio Manager or its Related Entities.

If the Portfolio Manager determines that the purchase and sale of the same investment is in the best interest of more than one client, the Portfolio Manager may, but is not obligated to, aggregate orders to seek to obtain improved execution and reduce transaction costs to the extent permitted by applicable law. In choosing a counterparty, the Portfolio Manager will primarily consider whether the transaction represents the best qualitative execution under the circumstances it deems relevant, including but not limited to timing, breadth of the market, market conditions, assignment fees, price and financial conditions. There can be no assurance that such aggregation will reduce costs or result in best execution.

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

The Indenture places significant restrictions on the Portfolio Manager's ability to buy and sell Assets, and the Portfolio Manager is required to comply with these restrictions contained in the Indenture. Accordingly, during

certain periods or in certain circumstances, the Portfolio 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.

As described above, the Portfolio Manager will be permitted to discuss the composition and performance of the portfolio of Collateral Obligations and other Assets of the Issuer with Related Entities, Affiliates, Holders, potential Holders and other stakeholders in the transaction, including actual or potential clients or investors, which may influence the Portfolio Manager's performance of its duties under the Portfolio Management Agreement, and the Portfolio Manager will be permitted to use the Issuer's track-record and investment performance in its marketing materials and disclosures in connection with its investment management business. There can be no assurance that any such discussions will not influence the Portfolio Manager's decisions.

There can be no assurance that the Portfolio Manager or its Affiliates will avoid potential litigation or regulatory actions under existing laws or laws enacted in the future. In the U.S., recent SEC enforcement actions and settlements involving U.S.-based private fund advisers have involved a number of issues, including undisclosed legal fee arrangements affording the applicable adviser with greater discounts than those afforded to funds advised by such adviser and the undisclosed acceleration of certain special fees. There is also a material risk that Governmental Authorities in the United States and beyond will continue to adopt new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or enhance the interpretation or enforcement of existing laws and regulations including the U.S. Risk Retention Rules. Any such events or changes could occur during the term of the Notes and may materially and adversely affect the Portfolio Manager and its ability to operate and/or pursue its investment management strategies on behalf of the Issuer. Such risks are often difficult or impossible to predict, avoid or mitigate in advance.

Other present and future activities of the Portfolio Manager and/or its Affiliates may give rise to additional conflicts of interest.

The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates.

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

RBC and its Affiliates will serve as Placement Agent of the Notes (other than the Direct Purchase Notes) and will be paid fees and commissions for such service by the Issuer from the proceeds of the issuance of the Notes. In its capacity as Placement Agent, RBC will privately place the Notes, in negotiated transactions at varying prices. One or more of the RBC Entities may from time to time hold Notes for investment, trading or other purposes. None of the RBC Entities is required to own or hold any Notes and may sell any of the Notes held by it at any time.

As a lender in connection with the Warehouse Agreement, the Lender has the right to approve all Pre-Closing Collateral Obligations acquired by the Issuer and to require or approve sales of assets by the Issuer under certain circumstances. The Lender will exercise those rights solely for its own benefit as a lender and in a manner that protects its rights and interests as a creditor of the Issuer. None of the Lender, the Placement Agent, any other RBC Entity or any of their Affiliates has done, and no such person will do, any analysis of the Pre-Closing Collateral Obligations acquired or sold by the Issuer for the benefit of, or in a manner designed to further the interests of, any holder of the Securities or any other Person. See "*Risk Factors—Relating to the Assets—A substantial portion of the initial portfolio of Collateral Obligations was acquired prior to the Closing Date*."

One or more of the RBC Entities may from time to time hold Notes for investment, trading or other purposes. None of the RBC Entities is required to own or hold any Notes and may sell any Notes held by them at any time. One or more of the RBC Entities may act as a counterparty under a hedge agreement or as a Selling Institution and may act without regard to whether any action taken by them thereunder might have an adverse effect on the Issuer, the holders of the Notes or any other person. Certain Eligible Investments may be issued, managed or underwritten by one or more of the RBC Entities. One or more of the RBC Entities may provide investment banking, commercial

banking, asset management, financing and financial advisory services and products to the Portfolio Manager, its affiliates, and funds managed by the Portfolio Manager and its affiliates, and purchase, hold and sell, both for their respective accounts or for the account of their respective clients, on a principal or agency basis, loans, securities, and other obligations and financial instruments of the Portfolio Manager, its affiliates, and funds managed by the Portfolio Manager and its affiliates. As a result of such transactions or arrangements, one or more of the RBC Entities may have interests adverse to those of the Issuer and holders of the Notes. The RBC Entities will not be restricted in their performance of any such services or in the types of debt or equity investments which they make. In conducting the foregoing activities, the RBC Entities will be acting for their own account or for the account of their customers and will have no obligation to act in the interest of the Issuer or any other person.

One or more of the RBC Entities may:

- have placed or underwritten, or acted as a financial arranger, structuring agent or advisor in connection with the original issuance of, or may act as a broker or dealer with respect to, certain of the Collateral Obligations;

- act as trustee, paying agent and in other capacities in connection with certain of the Collateral Obligations or other classes of securities issued by an obligor on a Collateral Obligation or an affiliate thereof;

- be a counterparty to obligors on certain of the Collateral Obligations under swap or other derivative agreements (including a hedge agreement);

- lend to certain of the obligors on Collateral Obligations or their respective affiliates or receive guarantees from the obligors on those Collateral Obligations or their respective affiliates (which may include investments in obligations or securities that are senior to, or have interests different from or adverse to, the Collateral Obligations);

- provide other investment banking, asset management, commercial banking, financing or financial advisory services to the obligors on Collateral Obligations or their respective affiliates;

- as principal or agent, have an equity interest, which may be a substantial equity interest, in certain obligors on the Collateral Obligations or their respective affiliates;

- from time to time, act in two or more different capacities or roles (including as advisor, investor or creditor) in transactions or in relation to other services provided by any RBC Entity and may pay or receive fees, commissions or other benefits and allow or receive discounts or rebates in respect of each such capacity or role as a result of any other matter referred to herein (which such RBC Entity shall be entitled to retain); or

- have officers, agents, employees or managers who serve as directors (or in other capacities in which they may have control or influence the policies or management) of any of the companies referred to in this Offering Circular or the issuers or obligors of Collateral Obligations.

The Issuer's purchase, holding and sale of Collateral Obligations may enhance the profitability or value of investments made by an RBC Entity in the obligors thereunder. As a result of any such transactions or arrangements between an RBC Entity and obligors under Collateral Obligations or their respective Affiliates, an RBC Entity may have interests that are contrary to the interests of the Issuer and the holders of the Notes.

When acting as a trustee, paying agent or in other service capacities with respect to a Collateral Obligation, the RBC Entities will be entitled to fees and expenses senior in priority to payments to the holders of such Collateral Obligation. When acting as a trustee for other classes of securities issued by the issuer of or obligor on a Collateral Obligation or an Affiliate thereof, the RBC Entities will owe fiduciary duties to the holders of such other classes of securities, which classes of securities may have differing interests from the holders of the class of securities of which the Collateral Obligation is a part, and may take actions that are adverse to the holders (including the Issuer) of the class of securities of which the Collateral Obligation is a part. As a counterparty under swaps and other derivative agreements, the RBC Entities might take actions adverse to the interests of the Issuer, including, but not limited to, demanding collateralization of its exposure under such agreements (if provided for thereunder) or terminating such swaps or agreements in accordance with the terms thereof that might result in financial stress upon the issuer or obligor that is or is affiliated with the derivatives or swap counterparty. In making and administering loans and other obligations, the RBC Entities might take actions including, but not limited to, restructuring a loan, foreclosing

on or exercising other remedies with respect to a loan, requiring additional collateral or other credit enhancement, charging significant fees and interest, placing the obligor in bankruptcy or demanding payment on a loan guarantee or under other credit enhancement. The RBC Entities may from time to time enter into financing and derivative transactions (including repurchase transactions) with third parties (including the Portfolio Manager and its Affiliates) with respect to the Notes, and the RBC Entities in connection therewith may acquire or establish long, short or derivative financial positions with respect to the Notes, the Collateral Obligations or one or more portfolios of financial assets similar to the portfolio of Collateral Obligations acquired by (or intended to be acquired by) the Issuer, including the right to exercise voting rights with respect to such Collateral Obligations, Notes or other assets, and may act without regard to whether any such action might have an adverse effect on the Issuer, the holders of the Notes or any other Person.

As part of their regular business, the RBC Entities may also provide one or more of a wide range of investment banking, commercial banking, asset management, investment advisory (including issuance of research), financing and financial advisory services and products to, and purchase, hold and sell, both for their respective accounts or for the account of their respective clients, on a principal or agency basis, a wide range of loans, securities, and other obligations (including collateralized debt obligations) and financial instruments and engage in private equity investment activities. The RBC Entities will not be restricted in their performance of any such services or in the types of debt or equity investments, which they may make. In conducting the foregoing activities, the RBC Entities will be acting for their own account or the account of their customers and will have no obligation to act in the interest of the Issuer or any other Person. In addition, the RBC Entities may act as Placement Agent and/or investment manager in other transactions involving issues of collateralized debt obligations or other investment funds with assets similar to those of the Issuer, which may have an adverse effect on the availability of collateral for the Issuer.

The RBC Entities may, by virtue of the relationships described above or otherwise, at the date hereof or at any time hereafter, be in possession of information regarding certain of the obligors on Collateral Obligations and their respective affiliates, that is or may be material in the context of the Notes and that is or may not be known to the general public. None of the RBC Entities has any obligation, and the offering of the Notes will not create any obligation on their part, to disclose to any purchaser of the Notes any such relationship or information, whether or not confidential.

Each RBC Entity operates with rules, policies and procedures, including the deployment of permanent and ad hoc arrangements/information barriers within or between business groups or within or between single business areas within business groups, seeking to ensure that individual directors, officers and employees are not influenced by any conflicting interest or duty and that confidential and/or price sensitive information held by such RBC Entity is not improperly disclosed or otherwise inappropriately made available to any other client(s).

From time to time the Portfolio Manager may sell Collateral Obligations through an RBC Entity. No RBC Entity takes any responsibility for, nor has any obligation in respect of, the Issuer.

The Rating Agency may have certain conflicts of interest.

S&P has been hired by the Issuer to provide its ratings on the Classes of Secured Notes. The Rating Agency may have a conflict of interest where, as is the case with its ratings of the Classes of 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.

Further, while the Indenture includes certain restrictions and requirements related to the Rating Agency criteria, the applicable terms of the Indenture do not necessarily conform to any the Rating Agency's criteria.

DESCRIPTION OF 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 of the Secured Notes

The Notes will be limited recourse obligations of the Issuer and the Co-Issued Notes will be limited recourse obligations of the Co-Issuer. The Secured Notes will be secured as described below, and will rank in priority with respect to each other as described herein. Under the terms of the Indenture, the Issuer will grant to the Trustee a security interest in the Assets to secure the Issuer's obligations under the Indenture, the Secured Notes and other secured obligations. See "*Security for the Secured Notes*." To the extent these amounts 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.

Payments of interest and principal on the Secured Notes will be made from the proceeds of the Assets, in accordance with the Priority of Distributions. 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 Distribution Date will be the sum of Interest Proceeds and Principal Proceeds received by the Issuer during the Collection Period for such Distribution Date *plus* any payments received no later than such Distribution Date on any Hedge Agreement.

The "**Collection Period**" is, with respect to any Distribution Date, the period commencing immediately following the prior Collection Period (or on the Closing Date, in the case of the Collection Period relating to the first Distribution Date) and ending on (but excluding) the day that is [eight] Business Days prior to such Distribution Date; *provided* that, (i) the final Collection Period preceding the Stated Maturity will commence immediately following the prior Collection Period and end on the day preceding such Stated Maturity and (ii) the final Collection Period preceding a Redemption Date (other than a Redemption Date in connection with a Refinancing or Re-Pricing Redemption) will commence immediately following the prior Collection Period and end on the day preceding the Redemption Date.

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 Distribution Date 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). An "**Interest Accrual Period**" is the period from and including the Closing Date to but excluding the first Distribution Date, and each succeeding period from and including each Distribution Date (or, in the case of any Refinancing Obligations or additional Secured Notes issued after the Closing Date, from and including the date of issuance) to but excluding the following Distribution Date (or, in the case of a Class that is being redeemed in a Refinancing or a Re-Pricing Redemption, to but excluding the related Redemption Date) until the principal of the Secured Notes is paid or made available for payment. For purposes of determining any Interest Accrual Period, (i) if the [●] day of the relevant month is not a Business Day, then the Interest Accrual Period with respect to such Distribution Date will end on but exclude the Business Day on which payment is made and the succeeding Interest Accrual Period will begin on and include such date and (ii) in the case of each Class of Fixed Rate Notes, each Distribution Date will be assumed to be the [●] day of the relevant month (regardless of whether such day is a Business Day).

The "**Interest Rate**" is, with respect to any Class of Secured Notes, (i) unless a Re-Pricing has occurred, the *per annum* interest rate payable on such Class of Secured Notes with respect to each Interest Accrual Period (or, for the first Interest Accrual Period, the related portion thereof) indicated under "*Summary of Terms—Principal Terms of the Notes*" and (ii) upon the occurrence of a Re-Pricing of a Repriceable Class, the Benchmark Rate *plus* the applicable Re-Pricing Rate.

So long as any Priority Class of Secured Notes is Outstanding, to the extent that funds are not available in accordance with the Priority of Distributions on any Distribution Date to pay the full amount of interest on any

Deferred Interest Note (including if such interest is not paid in order to satisfy the Coverage Tests), such amounts ("**Deferred Interest**") will not be due and payable on such Distribution Date, but will be deferred and thereafter, will bear interest at the Interest Rate for such Classes until paid, and the failure to pay such Deferred Interest on such Distribution Date will not be an Event of Default under the Indenture. Any such Deferred Interest must, in any case, be paid no later than the earlier of the Distribution Date (i) on which funds are available for such purpose in accordance with the Priority of Distributions, (ii) which is a Redemption Date with respect to such Class of Deferred Interest Notes, or (iii) which is the Stated Maturity with respect to such Class of Deferred Interest Notes. See "*—The Indenture—Events of Default*."

An Event of Default will occur if any interest due and payable in respect of any Class A Notes or Class B Notes or, if there is no Class A Notes or Class B Notes Outstanding, the Secured Notes of the Controlling Class are not punctually paid or duly provided for on the applicable Distribution Date or at the applicable Stated Maturity and such default continues for the period specified in the definition of Event of Default. 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 each Class of Floating Rate Notes will be calculated on the basis of the actual number of days elapsed in the applicable Interest Accrual Period (or for the first Interest Accrual Period, the related portion thereof) *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 Issuer will initially appoint the Collateral Administrator as calculation agent (the "**Calculation Agent**") for purposes of determining the Benchmark Rate. The Calculation Agent will determine the Benchmark Rate for each Interest Accrual Period (or, in the case of the first Interest Accrual Period, the relevant portion thereof) on the Interest Determination Date.

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 for each Class of Floating Rate Notes for the next Interest Accrual Period (or, in the case of the first Interest Accrual Period, the relevant portion thereof) and the amount of interest payable in respect of each [U.S.$100,000] Aggregate Outstanding Amount of each Class of Secured Notes (the "**Interest Amount**" with respect thereto) (in each case, rounded to the nearest cent, with half a cent being rounded upward) on the related Distribution Date to be given to the Issuer, the Trustee each Paying Agent, Euroclear, Clearstream and the Portfolio Manager. The Calculation Agent will notify the Issuer 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 Interest Amount, together with its reasons therefor. The Calculation Agent's determination of the foregoing rates and amounts for any Interest Accrual Period (or, in the case of the first Interest Accrual Period, the relevant portion thereof) will (in the absence of manifest error) be final and binding upon all parties.

The Issuer will agree that for so long as any Floating Rate 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 Portfolio Manager or its Affiliates. The Calculation Agent may be removed by the Issuer or the Portfolio 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 Portfolio Manager, on behalf of the Issuer, the Issuer or the Portfolio 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 Portfolio Manager or their respective Affiliates. The Calculation Agent may not resign from its duties or be removed without a successor having been duly appointed.

Neither the Trustee, Paying Agent nor Calculation Agent shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of Term SOFR (or other applicable Benchmark Rate), or to give notice to any other transaction party of the occurrence thereof, (ii) to select, identify or designate any Fallback Rate or other successor or replacement benchmark index, or determine whether any conditions to the designation of such a rate have been satisfied, (iii) to select, identify or designate any credit spread adjustments, or other modifier to any replacement or successor index, or (iv) to determine whether or what Benchmark Replacement Rate Conforming Changes or other amendment or conforming changes are necessary or advisable, if any, in connection with the adoption of a Fallback Rate. Neither the Trustee, Paying Agent, nor Calculation Agent shall be liable for any

inability, failure or delay on its part to perform any of its duties set forth in the Indenture or other Transaction Document as a result of the unavailability of Term SOFR (or other applicable Benchmark Rate) or the absence of a Fallback Rate, including as a result of any inability, delay, error or inaccuracy on the part of any other Transaction Party, including without limitation the Designated Transaction Representative, in providing any direction, instruction, notice or information required or contemplated by the terms of the Indenture or other Transaction Document and reasonably required for the performance of such duties. The Calculation Agent shall, in respect of any Interest Determination Date, have no liability for the application of Term SOFR as determined on the previous Interest Determination Date if so, required under the definition of Term SOFR. If the Calculation Agent at any time or times determines in its reasonable judgment that guidance is needed to perform its duties, or if it is required to decide between alternative courses of action, the Calculation Agent may (but is not obligated to) reasonably request guidance in the form of written instructions (or, in its sole discretion, oral instruction followed by written confirmation) from the Designated Transaction Representative, including without limitation in respect of facilitating or specifying administrative procedures with respect to the calculation of any Fallback Rate, on which the Calculation Agent shall be entitled to rely without liability. The Calculation Agent shall be entitled to refrain from action pending receipt of such instruction. For the avoidance of doubt, all references in the Indenture and the Collateral Administration Agreement to (i) the right of the Trustee and the Collateral Administrator to rely upon notices, instructions and other information provided by the Portfolio Manager and (ii) protections afforded to the Trustee and the Collateral Administrator in respect of any acts or omissions of the Portfolio Manager, shall in each case also apply to the same extent in respect of the Designated Transaction Representative.

Principal of the Secured Notes

The Secured Notes of each Class will mature at par on the Distribution Date on the Stated Maturity unless previously redeemed or repaid prior thereto as described herein. During the Reinvestment Period, principal will not be payable on the Secured Notes except in an Optional Redemption, Partial Redemption, Re-Pricing Redemption, Mandatory Redemption, Special Redemption or pursuant to the Post-Acceleration Priority of Proceeds. After the Reinvestment Period, principal will also be payable on the Secured Notes in accordance with the Note Payment Sequence under the Priority of Principal Proceeds. The Subordinated Notes will not bear a stated rate of interest but will be entitled to receive distributions on each Distribution Date if and to the extent funds are available for such purpose. Payments will be made on the Subordinated Notes only pursuant to the Priority of Distributions.

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—The average lives of the Notes may vary*."

Any payment of principal on a Class of Secured Notes will be made by the Trustee on a *pro rata* basis among the Holders of such Class according to the respective unpaid principal amounts thereof Outstanding immediately prior to such payment.

Mandatory Redemption

If a Coverage Test or, during the Reinvestment Period, the Reinvestment Overcollateralization Test, is not met on any Determination Date on which such test is applicable, the Issuer will be required to (or, in the case of the Reinvestment Overcollateralization Test, may) apply available amounts in the Payment Account on the related Distribution Date to make payments as required pursuant to the Priority of Distributions (a "**Mandatory Redemption**") to the extent necessary to achieve compliance with such test.

Optional Redemption and Partial Redemption

General—Optional Redemption of Notes

The Secured Notes are redeemable, in whole but not in part, by the Co-Issuers (i) on any Business Day after the occurrence of a Tax Event, at the written direction of (a) a Majority of any Affected Class or (b) a Majority of the Subordinated Notes, if the Subordinated Notes are materially and adversely affected by a Tax Event, from the proceeds of the liquidation of the Assets, or (ii) on any Business Day after the end of the Non-Call Period, (a) at the written direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the

Subordinated Notes has (x) not objected within [5] Business Days of notice thereof or (y) otherwise consented to such direction) from the proceeds of the liquidation of the Assets and/or Refinancing Proceeds or (b) at the written direction of the Portfolio Manager, from the proceeds of the liquidation of the Assets (if the Collateral Principal Amount as of the date of such direction by the Portfolio Manager is less than [20]% of the Aggregate Ramp-Up Par Amount) (any such redemption, an "**Optional Redemption**"). Any such written direction must be delivered, at least [14] Business Days prior to the proposed Redemption Date (or such shorter period as agreed to between the Trustee and the Portfolio Manager), to the Issuer, the Trustee and the Portfolio Manager. In the case of a direction given by the Portfolio Manager, the Issuer (or the Trustee on its behalf) shall notify the holders of the Subordinated Notes of receipt of such direction. In connection with any such Optional Redemption, the Secured Notes will be redeemed at the applicable Redemption Price.

In connection with any Optional Redemption of the Secured Notes, the Portfolio Manager will (unless the Redemption Price of all of the Secured Notes will be paid solely with Refinancing Proceeds or other funds available for such purpose) direct the sale of all or part of the Collateral Obligations and other Assets in an amount sufficient for the Disposition Proceeds from such sale and all other funds available for such purpose in the Collection Account and the Payment Account (including any Refinancing Proceeds, if applicable) to pay the Redemption Price of all of the Secured Notes and to pay all Administrative Expenses (regardless of the Administrative Expense Cap) and other amounts, fees and expenses payable or distributable under the Priority of Distributions (including, without limitation, any amounts due to the Hedge Counterparties or the Portfolio Manager) prior to any distributions with respect to the Subordinated Notes. If such Disposition Proceeds, any Refinancing Proceeds, if applicable, and all other funds available for such purpose in the Collection Account and the Payment Account would not be sufficient to redeem the Secured Notes subject to redemption and to pay such fees and expenses, the Secured Notes will not be redeemed. The Portfolio 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.

The Subordinated Notes may be redeemed, in whole but not in part, on any Business Day on or after the redemption or repayment of the Secured Notes in full, at the direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), and the Subordinated Notes shall be redeemed in whole in the case of an Optional Redemption in connection with a Tax Event.

In connection with any Optional Redemption (other than an Optional Redemption utilizing Refinancing Proceeds), the Portfolio Manager will have the right (but not the obligation) to purchase any Assets sold in connection therewith at Market Value. The Portfolio Manager is under no obligation to consider any holders of Notes in making its bid and the price at which the Assets are purchased by the Portfolio Manager may be at a price that is less than what would have been received from other bidders in a formal sale process and any such shortfall will be borne by the Holders of the Subordinated Notes.

In connection with any Optional Redemption of the Secured Notes on or after the end of the Non-Call Period, the Issuer may, at the written direction of (a) a Majority of the Subordinated Notes or (b) the Portfolio Manager so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction) enter into a loan or loans or effect an issuance of replacement notes ("**Refinancing Replacement Notes**" and together with any such loan or loans, "**Refinancing Obligations**"), the terms of which Refinancing Obligations will be negotiated by the Portfolio Manager on behalf of the Issuer, from one or more financial institutions or purchasers, and the proceeds thereof ("**Refinancing Proceeds**") will be applied to pay the Redemption Price of the Secured Notes on the Redemption Date (any such redemption with Refinancing Proceeds, a "**Refinancing**"); *provided* that, (i) any agreements related to the Refinancing must contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture, (ii) the terms of such Refinancing and any financial institutions acting as lenders thereunder or purchasers thereof must be acceptable to the Portfolio Manager, (iii) such Refinancing otherwise satisfies the conditions described in "*—Redemption Procedures*" below and (iv) the terms of any such Refinancing and any financial institutions acting as lenders thereunder or purchasers thereof must be acceptable to a Majority of the Subordinated Notes.

In connection with a Refinancing pursuant to which all Classes of Secured Notes are being refinanced, the Portfolio Manager may in its sole discretion, subject to the consent of a Majority of the Subordinated Notes but

without the consent of any other person, including any other Holder, designate Principal Proceeds up to the Excess Par Amount as of the related Determination Date as Interest Proceeds for payment on the Redemption Date (the amount so designated, "**Designated Excess Par**"). Notice of any such designation will be provided to the Trustee (with a copy to the Rating Agency) no later than the related Determination Date.

If the Redemption Date in connection with a Refinancing is not a Scheduled Distribution Date, Refinancing Proceeds will not constitute Interest Proceeds or Principal Proceeds but shall be applied directly on the related Redemption Date together with Available Redemption Interest Proceeds, amounts on deposit in the Permitted Use Account designated for such use and amounts on deposit in the Expense Reserve Account to redeem the Secured Notes being refinanced and, together with funds in the Ongoing Expense Smoothing Account, to pay any related Administrative Expenses; *provided* that, to the extent that any Refinancing Proceeds are not applied to redeem the Secured Notes being refinanced or to pay expenses in connection with the Refinancing, such Refinancing Proceeds will be treated as Principal Proceeds or Interest Proceeds, as directed by the Portfolio Manager with the consent of a Majority of the Subordinated Notes.

The Holders of the Subordinated Notes will not have any cause of action against any of the Co-Issuers, the Portfolio Manager or the Trustee for any failure to effect a Refinancing. In the event that a Refinancing is completed, meeting the requirements specified above as certified by the Portfolio Manager, the Co-Issuers, and the Trustee (as directed by the Issuer) will amend the Indenture to the extent necessary to reflect the terms of the Refinancing, and no further consent for such amendments will be required from the Holders of any Class, other than a Majority of the Subordinated Notes.

Partial Redemption

Upon written direction of (i) a Majority of the Subordinated Notes delivered to the Co-Issuers and the Trustee, or (ii) the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction) delivered to the Issuer, the Trustee and the Holders of Subordinated Notes, in each case delivered not later than [10] Business Days prior to the proposed Partial Redemption Date (unless a shorter time period is acceptable to the Issuer, the Trustee and the Portfolio Manager), the Issuer shall redeem one or more Classes of Secured Notes following the end of the Non-Call Period, in whole but not in part with respect to each such Class to be redeemed, from Refinancing Proceeds and Available Redemption Interest Proceeds in a Partial Redemption; *provided* that, the terms of such Refinancing and any financial institutions acting as lenders thereunder or purchasers thereof must be acceptable to the Portfolio Manager and a Majority of the Subordinated Notes and such Refinancing otherwise satisfies the conditions described in the following paragraph. In the case of a direction given by the Portfolio Manager, the Issuer (or the Trustee on its behalf) shall notify the holders of the Subordinated Notes of receipt of such direction.

The Issuer will effect a Refinancing in connection with a Partial Redemption only if:

(i) (A) (x) in the case of a Refinancing of any Class of Floating Rate Notes, (1) the spread over the Benchmark Rate with respect to the Refinancing Obligations providing the Refinancing Proceeds to redeem any such Class of Floating Rate Notes does not exceed the spread over the Benchmark Rate of such Class of Floating Rate Notes being redeemed or (2) the weighted average spread over the Benchmark Rate of all the Refinancing Obligations does not exceed the weighted average spread over the Benchmark Rate of such Classes of Floating Rate Notes being redeemed; *provided* that if more than one Class of Secured Notes is subject to a Refinancing, the spread over the Benchmark Rate or the fixed interest rate, as applicable, of the Refinancing Obligations may be greater than the spread over the Benchmark Rate or the fixed interest rate, as applicable, for such Class of Secured Notes subject to Refinancing so long as the weighted average spread (based on the aggregate principal amount of each Class of Secured Notes subject to Refinancing) over the Benchmark Rate and the fixed interest rate of the Refinancing Obligations shall be less than the weighted average (based on the aggregate principal amount of each such Class) of the spread over the Benchmark Rate and the fixed interest rate with respect to all Classes of Secured Notes subject to such Refinancing; *provided*, *further*, that if the Benchmark Rate component of the Interest Rate with respect to the Refinancing Obligations is different than the Benchmark Rate component of the Interest Rate of such Class of Floating Rate Notes, the spread over the Benchmark Rate of the Refinancing Obligations may be greater than the spread over the Benchmark Rate for such Class of Secured Notes subject to Refinancing so

long as the Interest Rate of the Refinancing Obligations shall be less than the Interest Rate of such Class of Floating Rate Notes; and (y) in the case of a Refinancing of any Class of Fixed Rate Notes, the interest rate with respect to the Refinancing Obligations providing the Refinancing Proceeds to redeem any such Class of Fixed Rate Notes does not exceed the stated interest rate of such Class of Notes being redeemed; provided, that a Class of Fixed Rate Notes may be refinanced in whole or in part with a Class of Floating Rate Notes as long as the Benchmark Rate plus the spread applicable to such Floating Rate Notes is equal to or lower than the interest rate applicable to such Fixed Rate Notes being refinanced and (B) the aggregate principal amount of the Refinancing Obligations is equal to the aggregate principal amount of the Class or Classes of Secured Notes being redeemed with the proceeds of such Refinancing Obligations; *provided* that, with respect to this clause (B), the aggregate principal amount of Refinancing Obligations senior in priority to any Junior Class not subject to redemption may not be greater than the corresponding aggregate principal amount of the Secured Notes senior in priority to such Junior Class that are being redeemed in connection with such Refinancing unless the S&P Rating Condition is satisfied with respect to such Junior Class.

(ii) on such Partial Redemption Date, the sum of (A) the Refinancing Proceeds, (B) amounts on deposit in the Permitted Use Account designated for such use, (C) any amount on deposit in the Expense Reserve Account and (D) the Available Redemption Interest Proceeds will be at least equal to the amount required to pay the Redemption Price with respect to the Classes of Secured Notes to be redeemed and such amounts together with funds in the Ongoing Expense Smoothing Account will be sufficient to pay all accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap) incurred in connection with such Refinancing, including the reasonable fees, costs, charges and expenses incurred by the Trustee and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing (other than such Administrative Expenses that the Portfolio Manager reasonably believes will be paid by the second Distribution Date following such Partial Redemption Date with amounts available in accordance with the Priority of Distributions prior to the distributions to the Holders of Subordinated Notes);

(iii) any agreements relating to the Refinancing (other than the Indenture) contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in the Indenture;

(iv) the Issuer has provided notice to the Rating Agency with respect to such Partial Redemption;

(v) any Refinancing Replacement Notes created pursuant to the Partial Redemption must have the same or longer Stated Maturity as the Notes Outstanding prior to such Refinancing;

(vi) such Refinancing is effected only with Refinancing Proceeds, amounts on deposit in the Permitted Use Account designated for such use, amounts on deposit in the Expense Reserve Account and Available Redemption Interest Proceeds (and, in the case of payment of Administrative Expenses, amounts on deposit in the Ongoing Expense Smoothing Account) and not the sale of any Assets; and

(vii) the Refinancing Obligations are subject to the Priority of Distributions and do not rank higher in priority pursuant to the Priority of Distributions than the corresponding Class of Secured Notes being refinanced.

Refinancing Proceeds will not constitute Interest Proceeds or Principal Proceeds but shall be applied directly on the related Partial Redemption Date together with Available Redemption Interest Proceeds, amounts on deposit in the Permitted Use Account designated for such use and amounts on deposit in the Expense Reserve Account to redeem the Secured Notes being refinanced and, together with funds in the Ongoing Expense Smoothing Account, any related Administrative Expenses; *provided* that, to the extent that any Refinancing Proceeds are not applied to redeem the Secured Notes being refinanced or to pay expenses in connection with the Refinancing, such Refinancing Proceeds will be treated as Principal Proceeds or Interest Proceeds, as directed by the Portfolio Manager in its sole discretion.

The Holders of the Subordinated Notes will not have any cause of action against any of the Co-Issuers, the Portfolio Manager or the Trustee for any failure to effect a Refinancing in connection with a Partial Redemption. In the event that a Refinancing is completed, meeting the requirements specified above as certified by the Portfolio

Manager, the Co-Issuers and the Trustee (as directed by the Issuer) will amend the Indenture to the extent necessary to reflect the terms of the Refinancing, and no further consent for such amendments will be required from the Holders of any Class, other than a Majority of the Subordinated Notes.

Redemption Procedures

In respect of an Optional Redemption or a Partial Redemption, upon the written direction of the Holders of the Subordinated Notes or the Portfolio Manager (as applicable) as described under "*—General—Optional Redemption of Notes*" and "*Partial Redemption*" (which direction must designate the date or approximate date of such Optional Redemption or Partial Redemption), a notice of any Optional Redemption or Partial 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 to be redeemed and the Rating Agency. Certificated Notes called for redemption must be surrendered at the office designated in the notice of redemption.

The Applicable Issuers (as directed by the Portfolio Manager) will have the option to withdraw any such notice of redemption or postpone the applicable Redemption Date, in each case relating to a proposed Optional Redemption or Partial Redemption, as long as notice of such withdrawal or postponement has been provided to the Holders and the Rating Agency not later than the Business Day before the scheduled Redemption Date. If the Co-Issuers are otherwise unable to complete any redemption of the Notes in accordance with the Indenture, the Co-Issuers shall provide notice to the Trustee and, upon receipt by the Trustee of such notice, the Trustee shall provide notice to the Holders. Upon delivery of the foregoing notices, the redemption will be cancelled (or, if applicable, postponed) without any further action.

If the Co-Issuers so withdraw any notice of redemption or are otherwise unable to complete any redemption of the Secured Notes, the Sale Proceeds received from the sale of any Collateral Obligations and other Assets sold in contemplation of such redemption may, at the Portfolio Manager's sole discretion, be reinvested in accordance with the Investment Criteria or Post-Reinvestment Period Criteria (as applicable) described herein and notice of such withdrawal will be promptly delivered to the Rating Agency.

Notwithstanding anything to the contrary set forth in the Indenture, the Issuer will not sell any Collateral Obligations or obtain a Refinancing in connection with an Optional Redemption unless (i) the Refinancing Proceeds, all Disposition Proceeds from the sale of Collateral Obligations, Eligible Investments and other Assets and all other funds in the Accounts available for such purpose are at least sufficient to redeem simultaneously the Secured Notes, in whole but not in part, and to pay the other amounts included in the aggregate Redemption Price and all accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap), including the reasonable fees, costs, charges and expenses incurred by the Trustee and the Collateral Administrator (including reasonable attorneys' fees and expenses) in connection with such Refinancing (other than such Administrative Expenses that the Portfolio Manager reasonably believes will be paid by the second Distribution Date following such Redemption Date with amounts available in accordance with the Priority of Distributions prior to the distributions to the Holders of Subordinated Notes) and (ii) the Disposition Proceeds, Refinancing Proceeds and other funds available for such purpose are used to the extent necessary to make such redemption.

No Secured Notes may be redeemed pursuant to an Optional Redemption unless (i) in the case of any Optional Redemption which is funded, in whole or in part, from Disposition Proceeds from the sale of Collateral Obligations, Eligible Investments and other Assets, at least [five] Business Days before the scheduled Redemption Date the Portfolio Manager has certified to the Trustee that the Issuer has entered into a binding agreement or agreements with (x) a financial or other institution or institutions or (y) one or more special purpose entities meeting all then-current Rating Agency bankruptcy remoteness criteria to purchase (directly or by participation or other arrangement), not later than the Business Day immediately preceding the scheduled Redemption Date all or part of the Collateral Obligations and/or the Hedge Agreements, in immediately available funds, at a purchase price at least equal to an amount sufficient, together with the Eligible Investments maturing, redeemable (or putable to the issuer thereof at par) on or prior to the scheduled Redemption Date, any payments to be received in respect of the Hedge Agreements, any Refinancing Proceeds and all other available funds in the Accounts, to pay Administrative Expenses (regardless of the Administrative Expense Cap) and all applicable amounts payable or distributable in accordance with the Priority of Distributions and redeem all of the Secured Notes on the scheduled Redemption Date at the applicable Redemption Price, (ii) prior to selling any Collateral Obligations and/or Eligible Investments,

the Portfolio Manager will certify to the Trustee in an officer's certificate upon which the Trustee can conclusively rely that, in its judgment, the aggregate sum of (A) any expected proceeds from Hedge Agreements and all other available funds in the Accounts (including from the sale of Eligible Investments), (B) any Refinancing Proceeds and (C) for each Collateral Obligation, its Market Value will exceed the sum of the aggregate Redemption Prices of the Outstanding Secured Notes to be redeemed and all applicable amounts payable or distributable (including all Administrative Expenses regardless of the Administrative Expense Cap) pursuant to the Priority of Distributions prior to any distributions with respect to the Subordinated Notes or (iii) the Portfolio Manager notifies the Co-Issuers and the Trustee on or prior to the Business Day prior to the applicable Redemption Date that sufficient proceeds are expected to be received or otherwise available to redeem the Secured Notes in full and to pay all applicable amounts payable or distributable (including all Administrative Expenses without regard to the Administrative Expense Cap) under the Priority of Distributions prior to any distributions with respect to the Subordinated Notes.

Notice of redemption will be given by the Co-Issuers or, upon an issuer order, by the Trustee in the name and at the expense of the Co-Issuers. Failure to give notice of redemption, or any defect therein, to any Holder of any Notes selected for redemption will not impair or affect the validity of the redemption of any such Notes.

In the event that a scheduled redemption of the Secured Notes fails to occur and (A) such failure is due solely to a delayed or failed settlement of any asset sale by the Issuer (or the Portfolio Manager on the Issuer's behalf), (B) the Issuer (or the Portfolio Manager on the Issuer's behalf) had entered into a binding agreement for the sale of such asset prior to the scheduled redemption date, (C) such delayed or failed settlement is due solely to circumstances beyond the control of the Issuer and the Portfolio Manager and (D) the Issuer (or the Portfolio Manager on the Issuer's behalf) has used commercially reasonable efforts to cause such settlement to occur prior to such scheduled redemption date (a "**Redemption Settlement Delay**"), then the Issuer (or the Portfolio Manager on its behalf) shall notify the Trustee of the occurrence of such event and, thereafter, upon notice from the Issuer to the Rating Agency and the Trustee (and upon receipt by the Trustee of such notice, notice from the Trustee to the Holders) that sufficient funds are now available to complete such redemption, such Secured Notes may be redeemed using such funds on any Business Day (as identified by the Issuer to the Trustee) prior to the first Distribution Date after the original scheduled redemption date and not less than [two] Business Days after the original scheduled redemption date. Interest on the Notes will accrue to but excluding such new Redemption Date. If such redemption does not occur prior to the first Distribution Date after the original scheduled redemption date, such redemption will be cancelled without further action.

A Redemption Settlement Delay or the failure to effect a redemption on a scheduled redemption date will not be an Event of Default.

Special Redemption

The Secured Notes will be subject to redemption in part by the Co-Issuers in accordance with the Priority of Distributions on any Distribution Date (i) during the Reinvestment Period at the direction of the Portfolio Manager, if the Portfolio Manager in its sole discretion notifies 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 [30] consecutive Business Days, to identify additional Collateral Obligations that are deemed appropriate by the Portfolio Manager in its sole discretion and which would meet the Investment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Collection Account that are to be invested in additional Collateral Obligations or (ii) after the Effective Date, if the Portfolio Manager notifies the Trustee that a redemption is required in order to obtain Effective Date Ratings Confirmation (in each case, a "**Special Redemption**"). On the first Distribution Date following the Collection Period in which such notice is given (a "**Special Redemption Date**"), the amount in the Collection Account representing (1) Principal Proceeds which the Portfolio Manager has determined cannot be reinvested in additional Collateral Obligations or (2) Interest Proceeds and Principal Proceeds which must be applied to redeem the Secured Notes in order to obtain Effective Date Ratings Confirmation (such amount, the "**Special Redemption Amount**"), as the case may be, will be applied in accordance with the Priority of Principal Proceeds. Notice of Special Redemption will be given by the Trustee as soon as reasonably practicable, but, in any case, not less than [three] Business Days prior to the applicable Special Redemption Date (*provided* that, such notice will not be required in connection with a Special Redemption pursuant to clause (ii) of the definition of such term if

the Special Redemption Amount is not known on or prior to such date) to each Holder of Secured Notes affected thereby and to the Rating Agency.

Purchase in Lieu of Redemption

The Portfolio Manager or its designee may elect, in its sole discretion, but will not be required, to purchase the Subordinated Notes of the Directing Holders that have directed an Optional Redemption (other than upon the occurrence of a Tax Event) at the Subordinated Notes NAV Amount, in lieu of effecting the Optional Redemption on behalf of the Issuer (a "**Purchase in Lieu of Redemption**").

The Trustee will forward to the Portfolio Manager within one Business Day of its receipt a copy of the direction it received from a Majority of the Subordinated Notes (the "**Directing Holders**") to effect an Optional Redemption (the date on which the Trustee forwards such direction, the "**Subordinated Notes NAV Determination Date**"); *provided* that any direction received by the Trustee after 12:00 noon (New York time) on a Business Day shall be deemed received on the next Business Day.

No later than [two] Business Days after the Subordinated Notes NAV Determination Date, the Portfolio Manager will provide the Collateral Administrator with the NAV Market Value for all Margin Stock and Pledged Obligations owned by the Issuer and request that the Collateral Administrator calculate the Subordinated Notes NAV Amount.

Within [five] Business Days of its receipt of such request and the NAV Market Value, the Collateral Administrator will notify the Portfolio Manager of the Subordinated Notes NAV Amount (the "**NAV Notice**").

The Portfolio Manager or its designee (the "**Electing Party**") may, but is not required, to notify the Trustee (in form suitable for forwarding to the Directing Holders) of its intent to purchase the Subordinated Notes of the Directing Holders and the proposed Transfer Date (as defined below), and if the Trustee receives such notice within [two] Business Days of the date of the NAV Notice, the following procedures will be implemented:

(i) the Trustee will forward to the Directing Holders the Electing Party's notice (the "**Election Notice**") stating that such Holders' direction to effect an Optional Redemption has been cancelled and that the Electing Party has elected to purchase their Subordinated Notes. The Election Notice will include (1) the Subordinated Notes NAV Amount; (2) if any such Subordinated Notes are represented by Global Notes, a statement that the related Directing Holders are required to give DTC all necessary instructions for the transfer of their beneficial interest in their Subordinated Notes to the Electing Party (or its designee) to be effected; (3) if any of such Subordinated Notes are represented by Certificated Notes, instructions as to where such Certificated Notes should be surrendered and that such Certificated Notes be properly endorsed for assignment by the Directing Holder or their attorney duly authorized in writing to the Electing Party along with the applicable transfer certificate duly executed by the Directing Holder or their attorney duly authorized in writing with each such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the STAMP or such other "signature guarantee program" as may be determined by the Registrar, in addition to, or in substitution for, STAMP, all in accordance with the Exchange Act (the "**Certificated Notes Instructions**"); (4) the date designated by the Electing Party by which the transfer must be completed, which will be (x) no earlier than [15] Business Days following the date of the Election Notice and (y) no later than [30] Business Days after the date of the Election Notice (the "**Transfer Date**"); and (5) a statement to the effect that the transfer of the Subordinated Notes to the Portfolio Manager or its designee must be in accordance with all transfer requirements of the Indenture;

(ii) no later than [two] Business Days prior to the Transfer Date, based on the information described in the Election Notice, each Directing Holder will (x) (A) provide instructions given in accordance with DTC's procedures from an Agent Member directing the Trustee, as Registrar, to reduce, or cause to be reduced, the applicable Global Note by the aggregate principal amount of the Directing Holder's Subordinated Notes to be transferred to the Electing Party, or (B) comply with the Certificated Notes Instructions, as applicable, and (y) provide necessary wiring instruction and such tax forms as requested by the Trustee for payment of such Holder's *pro rata* share of the Subordinated Notes NAV Amount (each Directing Holder complying with such requirements, a "**Complying Holder**");

(iii) no later than one Business Day prior to the Transfer Date, (i) the Electing Party will deposit, or cause to be deposited to the Subordinated Notes NAV Account, the Subordinated Notes NAV Amount with respect to the Subordinated Notes of each Complying Holder and, if required by the Indenture, deliver the applicable transfer certificate and (ii) each Complying Holder shall provide wiring instructions and any beneficial owner certifications or other information reasonably requested by the Issuer or the Trustee to effect the payment of the Subordinated Notes NAV Amount to such Complying Holder. Any costs, expenses or liabilities incurred in connection with the establishment or operation of the Subordinated Notes NAV Account (including any related legal expenses) shall be Administrative Expenses;

(iv) on the Transfer Date, the Trustee (upon Issuer order) will (x) remit to each Complying Holder its *pro rata* share of the Subordinated Notes NAV Amount and (y) effect the transfer of the Subordinated Notes of the Complying Holders to the Electing Party (or its designee) with delivery in the form of a Certificated Note, which may be contemporaneously or subsequently exchanged for an interest in a Regulation S Global Note, subject to the transfer requirements of the Indenture;

(v) the Electing Party will not be required to purchase the Subordinated Notes of any Directing Holder that is not a Complying Holder (and, upon any such determination that it shall not so purchase, the Portfolio Manager shall be entitled to direct the Trustee to, and upon such direction the Trustee shall, return to the Electing Party the portion of any Subordinated Notes NAV Amount deposited by it in respect of such non-Complying Holder); and

(vi) for purposes of the above, the Issuer may establish one or more accounts (including with the Custodian) (each, a "**Subordinated Notes NAV Account**") to deposit the Subordinated Notes NAV Amount. Each Subordinated Notes NAV Account shall be an Eligible Account established in the name of the Issuer. The Trustee shall deposit in the Subordinated Notes NAV Account any Subordinated Notes NAV Amounts as described above. The Subordinated Notes NAV Account shall remain uninvested. Amounts may be withdrawn from the Subordinated Notes NAV Account for remittance as described above or as otherwise directed by the Issuer.

If the Trustee has not received notice from the Portfolio Manager or its designee of its intent to purchase the Subordinated Notes of the Directing Holders within [two] Business Days of the NAV Notice, the Optional Redemption will proceed on the date set forth in the original direction from the Directing Holders, subject to the requirements of the Indenture, and the Portfolio Manager will have no further right to elect to purchase the Subordinated Notes of the Directing Holders.

If the Electing Party fails to deposit the Subordinated Notes NAV Amount with the Trustee in accordance with clause (iii) above, the Issuer (or the Trustee at its instruction) will give notice to each of the Directing Holders that its direction of Optional Redemption will be reinstated with respect to the next succeeding Distribution Date that is at least 45 days after the date of such notice unless the Directing Holders notify the Trustee and the Portfolio Manager that it withdraws such direction in accordance with the Indenture. The Portfolio Manager will have no right to elect to purchase the Subordinated Notes of the Directing Holders in connection with such Optional Redemption.

The purchase of Subordinated Notes by the Electing Party pursuant to the procedures set forth in clauses (i) through (iv) above will not impair the right of a Majority of the Subordinated Notes to direct an Optional Redemption in the future. For the avoidance of doubt, the remittance of the Subordinated Notes NAV Amount to the Complying Holder shall not be required to be reported as a distribution on the Subordinated Notes or otherwise.

Re-Pricing of the Notes

On any Business Day after the Non-Call Period, at the written direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), the Applicable Issuers shall reduce the spread over the Benchmark Rate (or, in the case of any Fixed Rate Notes, the fixed interest rate) applicable to one or more Repriceable Classes (such reduction with respect to any Repriceable Class, a "**Re-Pricing**" and any such Repriceable Class to be subject to a Re-Pricing, a "**Re-Priced Class**"); *provided* that, the Issuer or the Co-Issuers, as applicable, will not effect any Re-Pricing unless each condition specified in the

Indenture is satisfied with respect thereto. For the avoidance of doubt, no terms of any Repriceable Class other than the interest rate applicable thereto may be modified or supplemented in connection with a Re-Pricing. In connection with any Re-Pricing, the Issuer may engage a broker dealer (the "**Remarketing Agent**") upon the recommendation and subject to the written approval of a Majority of the Subordinated Notes (such written approval not to be unreasonably withheld, conditioned or delayed) and such Remarketing Agent shall assist the Issuer in effecting the Re-Pricing. Except with respect to Notes of a Re-Priced Class for which an Election to Retain has been exercised in accordance with the following paragraph, the Notes of each Re-Priced Class may be subject to Mandatory Tender and subsequent transfer or redeemed in connection with the issuance of Re-Pricing Replacement Notes, in each case at the respective Redemption Price, in accordance with the Indenture.

Each Holder, by its acceptance of an interest in Notes of a Repriceable Class, agrees that (i) its Notes will be subject to Mandatory Tender and transfer as described below in "*—Re-Pricing Procedures*" and agrees to cooperate with the Issuer, the Remarketing Agent (if any) and the Trustee to effect such Mandatory Tenders and transfers and (ii) its Notes may be redeemed in a Re-Pricing Redemption.

Re-Pricing Procedures

At least [14] Business Days prior to the Business Day fixed by the Portfolio Manager and a Majority of the Subordinated Notes for any proposed Re-Pricing (the date on which such Re-Pricing occurs, the "**Re-Pricing Date**"), the Issuer, or the Remarketing Agent on its behalf, will deliver a notice (with a copy to the Portfolio Manager, the Trustee and the Rating Agency) through the facilities of DTC and, if applicable, in accordance with the immediately succeeding sentence (such notice, the "**Re-Pricing, Mandatory Tender and Election to Retain Announcement**") to each Holder of the proposed Re-Priced Class, which notice will (i) specify the proposed Re-Pricing Date and the revised spread (or range of spreads from which a single spread will be chosen prior to the Re-Pricing Date) over the Benchmark Rate (or, in the case of Fixed Rate Notes, the revised fixed interest rate or the range of fixed interest rates, as applicable) to be applied with respect to such Class (the "**Re-Pricing Rate**"), (ii) request each Holder of the Re-Priced Class to communicate through the facilities of DTC whether such Holder approves the proposed Re-Pricing and elects to retain the Notes of the Re-Priced Class held by such Holder (an "**Election to Retain**"), which Election to Retain is subject to DTC's procedures relating thereto set forth in the "Operational Arrangements (March 2020)" published by DTC (as most recently revised by DTC) (the "**Operational Arrangements**"), (iii) specify the applicable Redemption Price at which Notes of any Holder of the Re-Priced Class that does not approve the Re-Pricing may (x) be subject to mandatory tender and transfer pursuant to the immediately succeeding paragraphs ("**Mandatory Tender**") or (y) be redeemed in a Re-Pricing Redemption with Re-Pricing Proceeds and (iv) state the period for which the holders of the Notes of the Re-Priced Class can provide their consent to the Re-Pricing and an Election to Retain, which period shall not be less than [10] Business Days from the date of publication of the Re-Pricing, Mandatory Tender and Election to Retain Announcement; *provided* that the Issuer at the direction of the Portfolio Manager may extend the Re-Pricing Date at any time up to the Business Day prior to the scheduled Re-Pricing Date. To the extent any Certificated Notes of the proposed Re-Priced Class are Outstanding as of the date the Re-Pricing, Mandatory Tender and Election to Retain Announcement is delivered to the holders of Global Notes through the facilities of DTC, the Trustee (at the direction of the Issuer) shall make available such Re-Pricing, Mandatory Tender and Election to Retain Announcement (with any appropriate modifications as directed by the Portfolio Manager on behalf of the Issuer) to the holders of such Certificated Notes on the Trustee's website. Failure to give a notice of Re-Pricing, or any defect therein, to any Holder of any Re-Priced Class shall not impair or affect the validity of the Re-Pricing or give rise to any claim based upon such failure or defect. Any Holder of the Re-Priced Class that does not approve the Re-Pricing will be a "**Non-Consenting Holder**" and any Holder of the Re-Priced Class that does approve the Re-Pricing will be a "**Consenting Holder**".

Prior to the Issuer (or Trustee, upon Issuer order) distributing the Re-Pricing, Mandatory Tender and Election to Retain Announcement to the holders of the Notes of the Re-Priced Class, the Issuer shall provide a draft thereof to DTC's Reorganization Announcements Department via e-mail, at putbonds@dtcc.com, with a copy to Daniel Pikulin (dpikulin@dtcc.com) and Sylvia Salony (ssalony@dtcc.com) (or such other e-mail addresses provided by DTC), to discuss any comments DTC may have on the draft Re-Pricing, Mandatory Tender and Election to Retain Announcement. Upon the expiration of the period for which holders of Notes of the Re-Priced Class may approve the Re-Pricing and provide an Election to Retain through the facilities of DTC, the Trustee (not later than one Business Day after receipt from DTC) shall provide to the Issuer, the Portfolio Manager and the Remarketing Agent,

if any, the information received from DTC regarding the Aggregate Outstanding Amount of Notes held by Consenting Holders and Non-Consenting Holders.

At least [two] Business Days prior to the publication date of the Re-Pricing, Mandatory Tender and Election to Retain Announcement, the Issuer shall cause a notice to be sent to DTC of the proposed Re-Pricing and that Notes of the Re-Priced Class will be subject to Mandatory Tender and an Election to Retain (which notice shall be sent by e-mail to DTC at putbonds@dtcc.com). Such notice shall include the following information: (i) the security description and CUSIP number of the Re-Priced Class, (ii) the name and number of the participant account to which the tendered Notes are to be delivered by DTC, (iii) the first Distribution Date occurring after the Re-Pricing Date and (iv) if available at the time such notice is required to be sent to DTC, the Re-Pricing Rate. The Issuer shall also provide to the Trustee and DTC any additional information as required by any update to the Operational Arrangements or is otherwise required to effect the Re-Pricing in accordance with the procedures of DTC. The Trustee shall not be liable for the content or information contained in the Re-Pricing, Mandatory Tender and Election to Retain Announcement or in the notice to DTC regarding the proposed Re-Pricing and for any modification or supplement to the Operational Arrangements published by DTC. If it is determined that the procedures of DTC cannot accommodate a Mandatory Tender and transfer on a Re-Pricing Date that is not also a scheduled Distribution Date (or the Issuer (or the Portfolio Manager on behalf of the Issuer) otherwise determines that it is not feasible for the Re-Pricing Date to occur on a Business Day that is not also a scheduled Distribution Date), the Re-Pricing Date must be a Business Day that coincides with a Distribution Date.

If the Issuer, the Portfolio Manager and the Remarketing Agent, if any, have been informed of the existence of Non-Consenting Holders and the Aggregate Outstanding Amount of Notes of the Re-Priced Class held by such Non-Consenting Holders, the Issuer, the Portfolio Manager or the Remarketing Agent on behalf of the Issuer, if any, shall deliver written notice thereof to the Consenting Holders of the Re-Priced Class (which notice may be either through the facilities of DTC or directly to the beneficial owners of the Notes held by Consenting Holders), specifying the Aggregate Outstanding Amount of the Notes of the Re-Priced Class held by all such Non-Consenting Holders, and will request each such Consenting Holder to provide written notice to the Issuer, the Trustee, the Portfolio Manager and the Remarketing Agent (if any) if such Holder would like to purchase all or any portion of the Notes of the Re-Priced Class held by the Non-Consenting Holders (each such notice, an "**Exercise Notice**") within [five] Business Days of receipt of such notice.

In the event that the Issuer receives Exercise Notices with respect to an amount equal to or greater than the Aggregate Outstanding Amount of the Notes of the Re-Priced Class held by Non-Consenting Holders, the Issuer, or the Remarketing Agent on behalf of the Issuer, may cause the Mandatory Tender and transfer of such Notes held by Non-Consenting Holders to the Holders delivering Exercise Notices, sell Re-Pricing Replacement Notes to the Holders delivering Exercise Notices or conduct a Re-Pricing Redemption of Non-Consenting Holders' Notes with Re-Pricing Proceeds, in each case without further notice to the Non-Consenting Holders thereof. Mandatory Tenders of Notes of the Re-Priced Class held by Non-Consenting Holders and sales of Re-Pricing Replacement Notes, in each case on the Re-Pricing Date to the Holders delivering Exercise Notices with respect thereto, will be *pro rata* (subject to the applicable minimum denomination requirements and DTC procedures) based on the Aggregate Outstanding Amount of the Notes such Holders indicated an interest in purchasing pursuant to their Exercise Notices.

In the event that the Issuer receives Exercise Notices with respect to less than the Aggregate Outstanding Amount of the Notes of the Re-Priced Class held by Non-Consenting Holders, the Issuer, or the Remarketing Agent on behalf of the Issuer, may cause the Mandatory Tender and transfer of such Notes, without further notice to the Non-Consenting Holders thereof, on the Re-Pricing Date to the Holders delivering Exercise Notices with respect thereto or the Issuer may redeem such Notes with Re-Pricing Proceeds. Any excess Notes of the Re-Priced Class held by Non-Consenting Holders may be subject to Mandatory Tender and transferred to one or more transferees designated by the Issuer or the Remarketing Agent on behalf of the Issuer or redeemed with Re-Pricing Proceeds. All Mandatory Tenders and transfers and redemptions of Notes to be effected as described in this section "*—Re-Pricing of the Notes*" will be made at the Redemption Price with respect to such Notes, and will be effected only if the related Re-Pricing is effected in accordance with the provisions of the Indenture and, in the case of a Mandatory Tender, in accordance with the Operational Arrangements. Unless the Issuer (or the Portfolio Manager on behalf of the Issuer) determines it is necessary to have new CUSIP numbers assigned to the Notes of a Re-Priced Class to facilitate the Re-Pricing, the CUSIP numbers assigned to the Notes of a Re-Priced Class that exist prior to the Re-

Pricing Date shall remain the same CUSIP numbers after the occurrence of the Re-Pricing Date with respect to: (i) the Notes that are held by Consenting Holders for which an Election to Retain has been exercised and (ii) the Notes held by Non-Consenting Holders that are subject to Mandatory Tender and transfer and which are sold to one or more transferees designated by the Issuer or the Remarketing Agent on behalf of the Issuer in connection with such Mandatory Tender.

The Issuer will not effect any proposed Re-Pricing unless:

(i) the Co-Issuers and the Trustee (at the direction of the Issuer) shall have entered into a supplemental indenture dated as of the Re-Pricing Date, solely to (x) modify the spread over the Benchmark Rate (or, in the case of any Fixed Rate Notes, the fixed interest rate) applicable to the Re-Priced Class and/or (y) extend the Non-Call Period for the Re-Priced Class;

(ii) confirmation has been received that all Notes of the Re-Priced Class held by Non-Consenting Holders have been subject to Mandatory Tender and transferred or redeemed pursuant to the provisions above;

(iii) the Rating Agency has been notified of such Re-Pricing;

(iv) expenses related to the Re-Pricing will be paid from available funds, including Available Redemption Interest Proceeds, amounts on deposit in the Permitted Use Account designated for such use, amounts on deposit in the Expense Reserve Account and funds in the Ongoing Expense Smoothing Account, on the Re-Pricing Date or, if the Re-Pricing Date is not on a Distribution Date, the next Distribution Date, unless such expenses shall have been paid or shall be adequately provided for by any entity other than the Issuer. The fees of the Remarketing Agent payable by the Issuer shall not exceed an amount consented to by a Majority of the Subordinated Notes in writing; and

(v) the Trustee shall have received an officer's certificate from the Issuer certifying that the conditions to such Re-Pricing have been satisfied.

The Issuer, or the Remarketing Agent on behalf of the Issuer, will deliver written notice to the Trustee and the Portfolio Manager not later than [three] Business Days prior to the proposed Re-Pricing Date confirming that the Issuer (or the Remarketing Agent) expects to have sufficient funds for the purchase or the redemption of all Notes of the Re-Priced Class held by Non-Consenting Holders.

Any notice of a Re-Pricing may be withdrawn by the Portfolio Manager at least [three] Business Days prior to the scheduled Re-Pricing Date by written notice to the Issuer and the Trustee for any reason. Any notice of Re-Pricing will be automatically withdrawn by the Issuer if there are insufficient funds to complete a related Re-Pricing Redemption. Upon receipt of such notice of withdrawal, the Trustee (at the direction of the Issuer) shall send such notice to the Holders of the Re-Priced Class and the Rating Agency.

In connection with a Re-Pricing, the Non-Call Period for the Re-Priced Class may be extended at the direction of the Portfolio Manager prior to such Re-Pricing pursuant to a supplemental indenture.

The Portfolio Manager or a Majority of the Subordinated Notes may waive any notice period requirement set forth in the Indenture with respect to any notice required to be given to it.

In effecting a Re-Pricing, the Trustee will be entitled to rely upon instructions received from the Issuer (or the Portfolio Manager on its behalf) and shall have no liability for any delay or failure on the part of the Issuer, DTC or a Holder (or beneficial owner) in taking actions necessary in connection therewith.

Issuer Purchase of Secured Notes

The Portfolio Manager, on behalf of the Issuer, may conduct purchases of the Secured Notes, in whole or in part, in accordance with, and subject to, the terms and conditions set forth in below. Notwithstanding any of the provisions described under "*Security for the Secured Notes—The Collection and Payment Accounts*", amounts in the Principal Collection Account may be disbursed for purchases of Secured Notes in accordance with the provisions

described herein. The Trustee shall cancel in accordance with the Indenture 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 of the purchased Notes, and instruct DTC or its nominee, as the case may be, to conform its records.

No purchases of the Secured Notes may occur unless each of the following conditions is satisfied:

(A) if Principal Proceeds are used with respect to such purchase, such purchases of Secured Notes occurs in the following sequential order of priority: *first*, the Class A Notes, until the Class A Notes are retired in full; *second*, the Class B-1 Notes and the Class B-2 Notes, *pro rata*, until the Class B-1 Notes and the Class B-2 Notes are retired in full; *third*, the Class C Notes, until the Class C Notes are retired in full; *fourth*, the Class D Notes, until the Class D Notes are retired in full; *fifth*, the Class E Notes, until the Class E Notes are retired in full; and *sixth*, the Class F Notes, until the Class F Notes are retired in full;

(B) (1) each such purchase of any Class of Secured Notes will be made pursuant to an offer made to all Holders of the Secured Notes of such Class, by notice to such Holders, which notice will specify the purchase price (as a percentage of par) at which such purchase will be effected, the maximum amount of Principal Proceeds that will be used to effect such purchase and the length of the period during which such offer will be open for acceptance, (2) each such Holder will have the right, but not the obligation, to accept such offer in accordance with its terms and (3) if the Aggregate Outstanding Amount of Secured Notes of the relevant Class held by Holders who accept such offer exceeds the amount of Principal Proceeds specified in such offer, a portion of the Secured Notes of each accepting Holder shall be purchased *pro rata* based on the respective principal amount held by each such Holder;

(C) each such purchase will be effected only at prices equal to or discounted from par;

(D) each such purchase of Secured Notes will occur during the Reinvestment Period and shall be effected with Principal Proceeds and amounts on deposit in the Permitted Use Account;

(E) each Overcollateralization Ratio Test will be satisfied or, if not satisfied, maintained or improved, after giving effect to such purchase;

(F) no Event of Default has occurred and be continuing;

(G) any Secured Notes to be purchased will be surrendered to the Trustee for cancellation in accordance with the Indenture;

(H) each such purchase will otherwise be conducted in accordance with applicable law;

(I) the Issuer has provided notice of such purchase to the Rating Agency; and

(J) the Trustee has received an Officer's certificate of the Portfolio Manager to the effect that the conditions in the Indenture have been satisfied.

Compulsory Sales of Notes

The Issuer has the right to compel any Non-Permitted Holder to sell its interest in the Notes or may sell such interest in the Notes on behalf of such Holder. "**Non-Permitted Holder**" means any Holder or beneficial owner of a Note (a) that in the case of a Regulation S Global Note, is a U.S. person, (b) that is a U.S. person and is not (i) a Qualified Purchaser that is a Qualified Institutional Buyer or (ii) solely in the case of Certificated Notes, an IAI and Qualified Purchaser or an Accredited Investor that is a Knowledgeable Employee with respect to the Issuer, (c) in case of an ERISA Restricted Note, (i) for which the representations made or deemed to be made by such person for purposes of ERISA, Section 4975 of the Code or applicable Similar Laws in any representation letter or Transfer Certificate, or by virtue of deemed representations, are or become untrue, (ii) if such holder's acquisition, holding or disposition of such Notes or any interest therein would constitute or result in a non-exempt prohibited transaction

under Section 406 of ERISA or Section 4975 of the Code (or in a violation of any Similar Laws), or (iii) whose beneficial ownership causes a violation of the 25% Limitation or (d) that does not provide its Holder AML Information.

Cancellation

All Notes that are surrendered for payment, registration of transfer, exchange or redemption, or are deemed lost or stolen, will be promptly cancelled by the Trustee and may not be reissued or resold. For the avoidance of doubt, no Holder shall be permitted to surrender any Note other than for payment, registration of transfer, exchange or redemption, in each case, in accordance with the Indenture. For purposes of the calculation of each Overcollateralization Ratio Test, the Reinvestment Overcollateralization Test and the Event of Default Par Ratio, any Note or Notes surrendered in breach of the limitations set forth in the Indenture, shall be deemed to continue to be Outstanding in its or their full Aggregate Outstanding Amount immediately prior to such surrender.

Entitlement to Payments

Payments in respect of Notes will be made to the person in whose name the Notes is registered on the applicable Record Date. Payments on Certificated Notes 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 no later than the related Record Date. If appropriate instructions for any such wire transfer are not received by the related Record Date, then such payment will be made by check drawn on a U.S. bank mailed to such Holder at such Holder's address specified in the Note Register, as applicable. Final payments in respect of principal on Certificated Notes will be made only against surrender of the Certificated Notes at the office of any Paying Agent appointed under the Indenture. If Notes is so delivered in connection with an anticipated Optional Redemption which does not occur, such Notes will be returned by the Paying Agent to the Person surrendering the same.

Payments in respect of any Global Notes will be made to DTC or its nominee, as the registered owner thereof. Neither the Co-Issuers, the Portfolio Manager, the Trustee nor 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 on a Global Note, will immediately credit participants' accounts (through which, in the case of Regulation S Global 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 the Global Note, 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 notes 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 in respect of payments on the Notes must be made to the Trustee or any Paying Agent, if made, within two years of such payment becoming due and payable. Any funds deposited with the Trustee or any such Paying Agent in trust for payment on the Notes remaining unclaimed for two years after such amount has become due and payable will be paid to the Issuer or the Co-Issuer, as applicable, pursuant to the Indenture; and the Holder will thereafter, as an unsecured general creditor, look only to the Issuer or the Co-Issuer, as applicable, for payment of such amounts (but only to the extent of the amounts so paid to the Issuer or the Co-Issuer, as applicable) and all liability of the Trustee and any such Paying Agent with respect to such trust funds will thereupon cease.

Priority of Distributions

General

On each Distribution Date, the Trustee will disburse amounts in the Payment Account in accordance with the priorities described below under the Priority of Interest Proceeds, the Priority of Principal Proceeds, the Post-

Acceleration Priority of Proceeds and the Priority of Redemption Payments (together, the "**Priority of Distributions**").

Application of Interest Proceeds and Principal Proceeds

On each Distribution Date (other than a Post-Acceleration Distribution Date or the Stated Maturity), Interest Proceeds will be applied in accordance with the Priority of Interest Proceeds.

On each Distribution Date (other than a Post-Acceleration Distribution Date or the Stated Maturity), Principal Proceeds will be applied in accordance with the Priority of Principal Proceeds.

On each Post-Acceleration Distribution Date or on the Stated Maturity, Interest Proceeds and Principal Proceeds will be applied in accordance with the Post-Acceleration Priority of Proceeds.

The Issuer will render or cause to be rendered a report to the Trustee, the Portfolio Manager, the Placement Agent and the Rating Agency and any Holder and, upon written notice to the Trustee in the form of the applicable exhibit to the Indenture, any beneficial owner of Notes not later than the Business Day preceding the related Distribution Date which will contain the Aggregate Outstanding Amount of the Notes of each such Class at the beginning of the Interest Accrual Period and such amount as a percentage of the original Aggregate Outstanding Amount of the Secured Notes of such Class, the amount of principal payments to be made on the Secured Notes of such Class on the next Distribution Date, the amount of any Deferred Interest on any such Class of Secured Notes, and the Aggregate Outstanding Amount of the Secured Notes of such Class after giving effect to the principal payments, if any, on the next Distribution Date and such amount as a percentage of the original Aggregate Outstanding Amount of the Secured Notes of such Class.

Application of Refinancing Proceeds on a Partial Redemption Date or Redemption Date that is not a Scheduled Distribution Date

In addition, on any Partial Redemption Date that is not a Scheduled Distribution Date, Refinancing Proceeds, Available Redemption Interest Proceeds and funds in the Ongoing Expense Smoothing Account, or Re-Pricing Proceeds, as applicable, will be distributed (after the application of Interest Proceeds under the Priority of Interest Proceeds if such Partial Redemption Date is also a Distribution Date) in the following order of priority (the "**Priority of Redemption Payments**"):

(a) to pay the Redemption Price, in accordance with the Note Payment Sequence, of each Class of Secured Notes being redeemed, without duplication of any payments received by any such Class pursuant to other clauses of the Priority of Distributions,

(b) to pay Administrative Expenses (without regard to the Administrative Expense Cap) related to the Refinancing or Re-Pricing, and

(c) any remaining amounts to the Collection Account as Principal Proceeds or Interest Proceeds, as directed by the Portfolio Manager in its sole discretion.

The Indenture

The following summary describes certain provisions of the Indenture. 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.

Events of Default

An "**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 Class A Notes or Class B Notes, or, if there are no Class A Notes or Class B Notes Outstanding, the Secured Notes of the Controlling Class and the continuation of any such default for [seven] Business Days or (ii) any principal, interest, or Deferred Interest on, or any Redemption Price in respect of, any Secured Notes at its Stated Maturity or any

Redemption Date; *provided* that, (x) in the case of a default in payment resulting solely from an administrative error or omission by the Trustee, the Portfolio Manager, any Paying Agent or the Registrar, such default continues for a period of [10] or more Business Days after the Trustee receives written notice or an officer of the Trustee has actual knowledge of such administrative error or omission (irrespective of whether the cause of such administrative error or omission has been determined) and (y) in the case of any default on any Redemption Date, only to the extent that such default continues for a period of [10] or more Business Days; *provided* that, any failure to effect a Refinancing, Optional Redemption, Partial Redemption or Re-Pricing (including a Redemption Settlement Delay) will not be an Event of Default;

(b) the failure on any Distribution Date to disburse amounts in excess of [U.S.$100,000] available in the Payment Account (other than a default in payment described in clause (a) above) in accordance with the Priority of Distributions, which failure has a material adverse effect on the Holders and, if such failure is capable of remedy, the continuation of such failure for a period of 45 days (or, if such failure can only be remedied on a Distribution Date, such failure continues until the later of the 45 day period specified above and the next Distribution Date); *provided*, if such failure results solely from an administrative error or omission by the Portfolio Manager, the Trustee, any Paying Agent or the Registrar, such default continues for a period of 50 or more days after the Trustee receives written notice or a Trust Officer has actual knowledge of such administrative error or omission;

(c) either of the Co-Issuers or the pool of Assets becomes an investment company required to be registered under the Investment Company Act and such requirement is not cured within 45 days of notice thereof;

(d) except as otherwise provided in this definition of "Event of Default," a default or breach (in each case, in any material respect) in the performance of any 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 Reinvestment Overcollateralization Test is not an Event of Default), 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, in each case, correct 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 Portfolio Manager by registered or certified mail or overnight courier, by the Trustee, the Issuer, the Co-Issuer or the Portfolio Manager or to the Issuer or the Co-Issuer, as applicable, the Portfolio Manager and the Trustee by 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; *provided* that, any failure to effect a Refinancing, Optional Redemption, Partial Redemption or Re-Pricing (including a Redemption Settlement Delay) will not be an Event of Default;

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

(f) on any Measurement Date, the failure of the ratio of (i) the sum of (a) the Aggregate Principal Balance of the Pledged Obligations (*provided* that, the "Principal Balance" of any Defaulted Obligation shall be, for purposes of this test, its Market Value) and (b) without duplication, the amounts on deposit in the Principal Collection Account, the Permitted Use Account (to the extent such amounts have been designated as Principal Proceeds pursuant to the definition of Permitted Use) and the Ramp-Up Account (in each case including Eligible Investments therein) to (ii) the Aggregate Outstanding Amount of the Class A Notes (such ratio, the "**Event of Default Par Ratio**") to equal or exceed [102.5]%.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in clause (e) above), the Trustee may, and (subject to its rights under the Indenture) will, upon the written direction of, a Majority of the Controlling Class, by notice to the Co-Issuers, and the Rating Agency, declare the principal of and accrued interest on the Secured Notes to be immediately due and payable, and upon any such declaration such principal, together with all accrued and unpaid interest thereon, and other amounts payable under the Indenture, shall become immediately due and payable and the Reinvestment Period will terminate. If an Event of Default described in clause (e) above occurs, such an acceleration will occur automatically.

At any time after such declaration of acceleration of maturity has been made but before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, a Majority of the

Controlling Class may, by written notice to the Issuer, the Trustee and the Rating Agency, rescind and annul such declaration and its consequences if (a) the Issuer or the Co-Issuer has paid or deposited with the Trustee a sum sufficient to pay (i) all unpaid installments of interest and principal then due and payable on the Secured Notes (other than as a result of such acceleration); (ii) to the extent that the payment of such interest is lawful, current interest upon any Deferred Interest at the applicable Interest Rates; and (iii) 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 and any other amounts then payable by the Co-Issuers thereunder prior to such Administrative Expenses; and (b) it has been determined that all Events of Default, other than the non-payment of the interest on or principal of the Secured Notes, have (A) been cured, and a Majority of the Controlling Class by written notice to the Trustee has agreed with such determination (which agreement shall not be unreasonably withheld), or (B) been waived as provided in the Indenture. No such rescission shall affect any subsequent Default or impair any right consequent thereon. Any Hedge Agreement in effect upon such acceleration must remain in effect until liquidation of the Assets has begun and such declaration is no longer capable of being rescinded or annulled; *provided* that, the Issuer shall nevertheless be entitled to designate an early termination date under and in accordance with the terms of such Hedge Agreement.

Unless liquidation of the Assets has begun or the Trustee has exercised any remedies of a Secured Party, the Portfolio Manager may continue to direct sales on behalf of the Issuer of Credit Risk Obligations, Defaulted Obligations, Equity Securities, Restructured Obligations, Workout Instruments, certain mandatory sales, sales of Unsalable Assets and sales of Issuer Subsidiary Assets. See "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*."

Subject to the foregoing, if an Event of Default has occurred and is continuing, the Trustee will retain the Assets intact (except as otherwise permitted in the Indenture) and collect (or cause the collection of) the proceeds thereof 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 Distributions and the Indenture, unless either (i) the Trustee determines in accordance with the Indenture and in consultation with the Portfolio Manager that the anticipated proceeds of a sale or liquidation of all or any portion 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 Deferred Interest), and all amounts payable prior to payment of principal on such Secured Notes (including amounts due and owing as Administrative Expenses (without regard to the Administrative Expense Cap), any due and unpaid Base Management Fees and amounts payable to any Hedge Counterparty upon liquidation of all or any portion of the Assets) and a Majority of the Controlling Class agrees with such determination; (ii) a Supermajority of each Class of Secured Notes (voting separately by Class) directs the sale and liquidation of all or any portion of the Assets; or (iii) in the case of an Event of Default specified in clause (a) (solely in respect of the Class A Notes) or clause (f) of the definition thereof, a Majority of the Class A Notes directs the sale and liquidation of all or any portion of the Assets. In the event a liquidation of all or any portion of the Assets is commenced in accordance with the aforementioned provisions, all unpaid principal, together with all accrued and unpaid interest thereon, of all the Secured Notes, and other amounts payable under the Indenture, will automatically become due and payable without any declaration or other act on the part of the Trustee or any Holder; *provided* that, a written notice shall be provided to the Rating Agency in the event that such liquidation is rescinded.

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, and to direct the exercise of any trust, right, remedy or power conferred upon the Trustee; *provided* that, (a) such direction must 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, (c) the Trustee will have been provided with security or indemnity reasonably satisfactory to it against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that the Trustee anticipates, in its reasonable and good faith judgment, that might be incurred in connection with such request, 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 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 unless such Holders have provided to the Trustee security or indemnity reasonably satisfactory to the Trustee. A Majority of the Controlling Class may, in certain cases, waive any default with respect to any Notes, except a default (a) in the payment of the principal of any Secured Notes (which may be waived with the consent of each Holder of such Secured Notes), (b) in the payment of interest on the Notes of the Controlling Class (which may be waived with the consent of the Holders of 100% of the Controlling Class), (c) in respect of a provision of the Indenture that cannot be modified or amended without the waiver or consent of each Holder of each Outstanding Class adversely affected thereby (which may be waived with the consent of each such Holder) or (d) in respect of a breach by the Issuer of certain representations made by the Issuer in the Indenture relating to the security interest of the Trustee in the Assets (which may be waived by a Majority of the Controlling Class if the S&P Rating Condition is satisfied).

Under the Indenture, the Portfolio Manager and its Affiliates and Related Entities and any Holder of Notes will have the right (exercisable within one day of the receipt of the related bid by the Trustee) to purchase any Collateral Obligation to be sold at any auction conducted in connection with an acceleration or other remedies exercised after an Event of Default at a price equal to the highest bid price otherwise submitted for such Collateral Obligation, in each case to the extent the related purchaser satisfies the eligibility requirements for such sale; *provided* that, (x) in the event that both (i) the Portfolio Manager or any of its Affiliates or Related Entities and (ii) any Holder of Notes (other than the Portfolio Manager, its Affiliates and Related Entities) exercise such right with respect to the same Collateral Obligation, such Collateral Obligation will be sold to the applicable Holder of Notes that is not the Portfolio Manager, its Affiliate or a Related Entity and (y) in the event that two or more Holders of Notes (other than the Portfolio Manager, its Affiliates and Related Entities) exercise such right with respect to the same Collateral Obligation, such Collateral Obligation will be sold to the Holder of Notes selected at random by the Portfolio Manager. Prior to the commencement of any such auction, the Trustee will be required to provide a notice to the Portfolio Manager and the Holders of Notes for purposes of determining which such parties, if any, are interested in potentially exercising the rights described above. The Trustee shall have no liability for (i) any failure or delay in effecting a sale or liquidation of Collateral Obligations, or any loss of value in liquidating a Collateral Obligation in connection therewith, as a result of the exercise or non-exercise of purchase rights by any such Person as described above or (ii) selling a Collateral Obligation to any such party in accordance with the procedures described above.

No Holder of any Notes will have the right to institute any proceeding with respect to the Indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under the Indenture 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% in Aggregate Outstanding Amount of the Notes 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, (iii) the Trustee, for 30 days after its receipt of such notice, request and provision of such indemnity to the Trustee, 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.

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 or under the Portfolio Management Agreement, 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 or any Affiliate thereof; and

(b) any Portfolio Manager Notes under the limited circumstances described under "*The Portfolio Management Agreement—Removal, Resignation and Replacement of the Portfolio 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 has actual knowledge (or has been provided written notice of) to be so owned or to be Portfolio Manager Notes will be so disregarded; and (2) Notes so owned that has 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.

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 maintained by the Trustee or, as applicable, in accordance with the procedures at DTC. In lieu of the foregoing, any documents (including reports, notices or supplemental indentures) required to be provided by the Trustee to Holders may be delivered by providing notice of, and access to, the Trustee's website containing such documents.

The Trustee is required to deliver to any Holder or any person that has certified to the Trustee in accordance with the Indenture that it is the owner of a beneficial interest in a Global Note (including any documentation that the Trustee may request in order to verify ownership) any information or notice, including information provided or listed on the register of the Notes and requested to be so delivered by a Holder or a person that has made such certification that is reasonably available to the Trustee and all related costs will be borne by the requesting Holder or Person.

Modification of Indenture

Modifications with the Consent of Holders

With the written consent of the Portfolio Manager, a Majority of each Class of Secured Notes materially and adversely affected thereby, if any, and the consent of a Majority of the Subordinated Notes if the Subordinated Notes are materially and adversely affected thereby, the Trustee and the Co-Issuers may, subject to the requirements set forth in the Indenture, enter into a supplemental indenture to add any provisions to, or change in any manner or eliminate any of the provisions of, the Indenture or modify in any manner the rights of the Holders of such Class under the Indenture. However, the Issuer will not enter into any supplemental indenture without the prior written consent of any Hedge Counterparty if such Hedge Counterparty (in its reasonable judgment) would be materially and adversely affected by such supplemental indenture and such Hedge Counterparty notifies the Issuer and the Trustee thereof.

Notwithstanding the foregoing (but subject to the last paragraph under "—*Modifications without the consent of Holders*"), other than in connection with a Reset Amendment, without the consent of each Holder of each Outstanding 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 on any Secured Notes, reduce the principal amount thereof or, except in a Re-Pricing, or in connection with the adoption of any Benchmark Replacement Rate Conforming Changes, the rate of interest thereon, or the Redemption Price, or change the earliest date on which any Class of Secured Notes 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 Secured Notes, application of proceeds of any distributions on the Subordinated Notes or change any place where, or the coin or currency in which, Subordinated Notes or Secured 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); *provided* that the Stated Maturity of the Subordinated Notes may be extended as described in clause [(xvii)] of the first paragraph under "—*Modifications without the consent of Holders*";

(ii) change the percentage of the Aggregate Outstanding Amount of Holders of each Class whose consent is required under the Indenture, including for the authorization of any such supplemental indenture, exercise of remedies under the Indenture or for any waiver of compliance with certain provisions of the Indenture or certain defaults thereunder or their consequences;

(iii) materially impair the Assets except as otherwise permitted in the Indenture;

(iv) except as otherwise expressly 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 Notes of the security afforded by the lien of the Indenture; *provided* that, this clause will not apply to any supplemental indenture

(A) amending the restrictions on the sales of Collateral Obligations set forth in the Indenture which is otherwise permitted pursuant to the Indenture or (B) in connection with a Refinancing where a lien is created in favor of a collateral agent or similar security agent in relation to Refinancing Obligations in the form of one or more loans ranking on a parity with one or more Classes of Notes also secured pursuant to the lien of the Indenture;

(v) modify any of the provisions of the Indenture with respect to supplemental indentures, except to increase the percentage of Outstanding Notes the consent of the Holders of which is required for any such action or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the Holder of any Notes Outstanding and materially and adversely affected thereby;

(vi) modify the definitions of the terms Outstanding, Class (except as permitted pursuant to clause (xvii) of the first paragraph under "*—Modifications without the consent of Holders*"), Controlling Class, Majority or Supermajority;

(vii) modify the definitions of the terms Priority of Distributions or Note Payment Sequence;

(viii) modify any of the provisions of the Indenture in such a manner as to directly affect the manner or procedure for the calculation of the amount of any payment of interest or principal on any Secured Notes, or for determining any amount available for distribution to the Subordinated Notes or to affect the rights of the Holders of Secured Notes to the benefit of any provisions for the redemption of such Secured Notes contained therein; *provided* that this clause (viii) shall not apply to any amendments required to give effect to or in connection with the adoption of any Benchmark Replacement Rate Conforming Changes;

(ix) amend any of the provisions of the Indenture relating to the institution of Proceedings for certain events of bankruptcy, insolvency, receivership or reorganization of the Co-Issuers or any limited recourse or non-petition provisions; or

(x) modify the restrictions on and procedures for resales and other transfers of Notes (except as provided in clause [(vi), (xiii) or (xxxv)] of the first paragraph under "*—Modifications without the Consent of Holders*" below).

The Trustee may conclusively rely on an officer's certificate of the Portfolio Manager or an opinion of counsel (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, including an officer's certificate of the Portfolio Manager) as to (i) whether the interests of any Class would be materially and adversely affected by the modifications set forth in any supplemental indenture that requires a determination as to whether any Class of Notes would be materially and adversely affected thereby and (ii) whether an amendment or modification would by its terms directly affect the holders of any Pari Passu Class exclusively and differently from the holders of a related Pari Passu Class, it being expressly understood and agreed that the Trustee will have no obligation to make any determination as to the satisfaction of the requirements related to any supplemental indenture which may form the basis of such opinion of counsel or officer's certificate. Such determination will be conclusive and binding on all present and future holders of Notes. The Trustee will not be liable for any such determination made in good faith and in reliance upon an officer's certificate of the Portfolio Manager or an opinion of counsel delivered to the Trustee as described in the Indenture.

Modifications without the Consent of Holders

The Co-Issuers, when authorized by resolutions, and the Trustee, may also enter into supplemental indentures without obtaining the consent of the Holders of the Notes or any Hedge Counterparty (except as expressly noted below), but with the written consent of the Portfolio Manager, 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 or to surrender any right or power conferred upon the Co-Issuers by the Indenture;

(iii) to convey, transfer, assign, mortgage or pledge any property the Issuer is permitted to acquire under the Indenture to or with the Trustee for the benefit of the Secured Parties;

(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 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 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 such changes as will be necessary or advisable in order to facilitate the listing of the Notes on an exchange;

(viii) to make such changes as are necessary to permit the Applicable Issuers to issue Additional Notes of any one or more existing Classes or one or more new classes that are subordinated to the existing Secured Notes, in each case in accordance with the Indenture;

(ix) (a) to correct or supplement any inconsistency or cure any ambiguity, omission or errors in the Indenture, (b) to conform the provisions of the Indenture to this Offering Circular or (c) to make any modification that is of a formal, minor or technical nature; *provided* that notwithstanding anything in the Indenture to the contrary and without regard to any other consent requirement specified in the Indenture, any supplemental indenture to be entered into pursuant to clauses (a) and (b) may also provide for any corrective measures or ancillary amendments to the Indenture to give effect to such supplemental indenture as if it had been effective as of the Closing Date;

(x) with the consent of a Majority of the Controlling Class and the Majority of the Subordinated Notes, to amend, modify, enter into or accommodate the execution of any Hedge Agreement upon terms satisfactory to the Portfolio Manager; *provided* that, the conditions to entry into Hedge Agreements set forth under "*Security for the Secured Notes—Hedge Agreements*" are not amended thereby;

(xi) to take any action advisable, necessary or helpful, to reduce the risk of the Issuer or any Issuer Subsidiary becoming subject to (or to otherwise minimize) withholding or other taxes, fees or assessments, including by complying with FATCA and the CRS or to reduce the risk of the Issuer being treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise subject to tax on a net income basis in any jurisdiction outside its jurisdiction of incorporation;

(xii) (A) to enter into any additional agreements not expressly prohibited by the Indenture or (B) to enter into any agreement, amendment, modification or waiver (including, without limitation, amendments, modifications or waivers to the Indenture to the extent not described in clauses (i) through (xi) above or clauses (xiii) through (xxxvii) below); *provided* that, in each case, such proposed agreement, amendment, modification or waiver does not materially and adversely affect the rights or interests of the Holders of any Class of Notes, as evidenced by an opinion of counsel (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) or an officer's certificate of the Portfolio Manager to the effect that such modification would not be materially adverse to any such Class of Notes;

(xiii) to modify and amend the conditions in the Indenture under which ERISA Restricted Notes may be held by Persons who are Benefit Plan Investors or Controlling Persons; *provided* that, such holding of ERISA Restricted Notes by such Persons shall not result in the participation by Benefit Plan Investors in the Issuer being "significant" within the meaning of the Plan Asset Regulation (or exceeding any lower threshold percentage as agreed by the Portfolio Manager);

(xiv) to take any action necessary or advisable for any Bankruptcy Subordination Agreement; and to (A) 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 and (B) provide for procedures under which beneficial owners of such Class that are not subject to a Bankruptcy Subordination Agreement, may take an interest in such new Notes or sub classes;

(xv) 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 (including as amounts payable to the Portfolio Manager) of compliance, with the Dodd-Frank Act (as amended from time to time) and any rules or regulations thereunder applicable to the Co-Issuers, the Portfolio Manager or the Notes, in each case, based on written advice or a legal memorandum of counsel of nationally recognized standing in the United States experienced in such matters;

(xvi) with the consent of the Portfolio Manager, to amend, modify, or otherwise accommodate changes to the Indenture to comply with any statute, rule, regulation, or technical or interpretive guidance enacted, effective, or issued by regulatory agencies of the United States federal government, after the Closing Date that are applicable to the Issuer, the Notes or the transactions contemplated by the Indenture or by this Offering Circular, including, without limitation, the U.S. Risk Retention Rules, securities laws or the Dodd-Frank Act and all rules, regulations and technical or interpretive guidance thereunder;

(xvii) to effect (1) a Refinancing to the extent described in "*Description of the Notes—Optional Redemption and Partial Redemption*" (including, in connection with (x) a Partial Redemption by Refinancing, with the consent of a Majority of the Subordinated Notes, modifications to establish a non-call period for replacement Notes, prohibit a future Refinancing or Re-Pricing of such Refinancing Obligations or amend the Benchmark Rate component of the Interest Rate with respect to such Refinancing Obligations or (y) a Refinancing of all Outstanding Secured Notes, with the consent of a Majority of the Subordinated Notes (*provided* that, the terms of any such Refinancing must be acceptable to a Majority of the Subordinated Notes), to effect any amendment to the Indenture whatsoever) or (2) a Re-Pricing to the extent described in and in accordance with "*Description of the Notes—Re-Pricing of the Notes*";

(xviii) (A) to evidence any waiver or elimination by the Rating Agency of any requirement or condition of the Rating Agency set forth herein or (B) to evidence any waiver or elimination by S&P of the S&P Rating Condition; *provided* that, if a Majority of the Controlling Class provides written notice of objection to the Trustee within [10] Business Days of notice of such supplemental indenture, the consent of a Majority of the Controlling Class shall be required prior to entering into such supplemental indenture;

(xix) (A) to conform to ratings criteria and other guidelines (including any alternative methodology published by the Rating Agency) relating to collateral debt obligations in general published by the Rating Agency and to modify any related defined term in connection therewith or (B) to modify any definition or schedule to the Indenture that begins with or includes the word "S&P";

(xx) with the consent of both a Majority of the Controlling Class and a Majority of the Subordinated Notes, to modify (A) the definitions of the terms Collateral Obligation, Credit Improved Obligation, Credit Risk Obligation, Defaulted Obligation, Eligible Investment, Equity Security, Restructured Obligation, Workout Obligation, Workout Security, Credit Amendment, Restructuring Amendment or Maturity Amendment, (B) the restrictions on the sales of Collateral Obligations set forth in the Indenture, (C) the Investment Criteria or the Post-Reinvestment Period Criteria set forth in the Indenture or (D) the restrictions on voting in favor of Maturity Amendments, Credit Amendments or Restructuring Amendments set forth in the Indenture;

(xxi) to modify any Collateral Quality Test or any of the definitions related thereto which affect the calculation thereof; *provided* that consent to such supplemental indenture has been obtained from a Majority of the Controlling Class and a Majority of the Subordinated Notes;

(xxii) to amend, modify or otherwise accommodate changes to the Indenture relating to the administrative procedures for reaffirmation of ratings on the Notes;

(xxiii) to change the name of the Issuer or the Co-Issuer in connection with the change in name or identity of the Portfolio Manager or as otherwise required pursuant to a contractual obligation or to avoid the use of a trade name or trademark in respect of which the Issuer or the Co-Issuer does not have a license;

(xxiv) to accommodate the settlement of the Notes in book-entry form through the facilities of DTC or otherwise;

(xxv) to authorize the appointment of any listing agent, transfer agent, paying agent or additional registrar for any Class of Notes required or advisable in connection with the listing of any Class on any stock exchange, and otherwise to amend the Indenture to incorporate any changes required or requested by any stock exchange authority, listing agent, transfer agent, paying agent or additional registrar for any Class of Notes in connection therewith;

(xxvi) with the consent of a Majority of the Subordinated Notes, to make any modification or amendment determined by the Issuer or the Portfolio Manager (in consultation with legal counsel of national reputation experienced in such matters) as necessary or advisable (A) for any Class of Secured Notes to not be considered an "ownership interest" as defined for purposes of the Volcker Rule, (B) to enable the Issuer to rely upon the exemption from registration as an investment company provided by Rule 3a-7 under the Investment Company Act or another exemption or exclusion from registration as an investment company under the Investment Company Act (other than Section 3(c)(1) or Section 3(c)(7) thereof) or (C) for the Issuer to not otherwise be considered a "covered fund" as defined for purposes of the Volcker Rule;

(xxvii) with the consent of a Majority of the Subordinated Notes, to facilitate the issuance of participation notes, combination notes, composite securities, and other similar securities by the Applicable Issuers;

(xxviii) to modify any provision to facilitate an exchange of one obligation for another obligation of the same obligor that has substantially identical terms except transfer restrictions, including to effect any serial designation relating to the exchange;

(xxix) to make any modification determined by the Portfolio Manager in its sole discretion necessary or advisable to comply with the U.S. Risk Retention Rules , including, without limitation, in connection with a Refinancing, Optional Redemption, Re-Pricing, additional issuance of Notes or material amendment, in each case, based on written advice or a legal memorandum of counsel of nationally recognized standing in the United States experienced in such matters;

(xxx) to amend, modify or otherwise accommodate changes to the Indenture to comply with any rule or regulation enacted by regulatory agencies of the United States federal government after the Closing Date that are applicable to the Notes;

(xxxi) to change the date within the month on which reports are required to be delivered under the Indenture;

(xxxii) to change the percentage of the Collateral Principal Amount that may consist of Cov-Lite Loans; *provided* that consent to such supplemental indenture has been obtained from a Majority of the Controlling Class and a Majority of the Subordinated Notes;

(xxxiii) to modify the definition of Concentration Limitations; *provided* that consent to such supplemental indenture has been obtained from a Majority of the Controlling Class and a Majority of the Subordinated Notes;

(xxxiv) to facilitate any necessary filings, exemptions or registrations with the CFTC;

(xxxv) to modify provisions of the Indenture relating to creation, perfection and preservation of the security interest of the Trustee in the Assets in order to conform with Applicable Law;

(xxxvi) with the consent of the Portfolio Manager and a Majority of the Subordinated Notes, to modify the Subordinated Management Fee or the Incentive Management Fee;

(xxxvii) in connection with the adoption of a Fallback Rate, to (a) change the reference rate in respect of the Floating Rate Notes from the Benchmark Rate to the Fallback Rate, (b) replace references to "Term SOFR" (or other references to the Benchmark Rate) with the Fallback Rate when used with respect to a floating rate Collateral Obligation and (c) make any Benchmark Replacement Rate Conforming Changes proposed by the Designated Transaction Representative to give effect thereto or in connection therewith; or

(xxxviii) with the consent of a Majority of the Subordinated Notes, to make any amendments necessary to effect a change in the Issuer's jurisdiction of incorporation (whether by merger, transfer by way of continuation, reincorporation, transfer of assets or otherwise) in accordance with the requirements of the Indenture.

With the written consent of the Portfolio Manager and a Majority of the Subordinated Notes, the Co-Issuers may, in connection with a Refinancing of all Outstanding Secured Notes in accordance with the requirements specified under "*—Optional Redemption and Partial Redemption*" and without regard to any of the other provisions described under "*—Modifications without the Consent of Holders*" and "*—Modifications with the Consent of Holders*" above, enter into a supplemental indenture to (a) effect an extension of the end of the Reinvestment Period, (b) establish a non-call period or prohibit a future Refinancing, (c) modify the Weighted Average Life Test, (d) provide for a stated maturity of the obligations providing the Refinancing or loans or other financial arrangements issued or entered into in connection with such Refinancing that is later than the Stated Maturity of the Secured Notes, (e) effect an extension of the Stated Maturity of the Subordinated Notes, (f) to amend the Benchmark Rate component of the Interest Rate with respect thereto and/or (g) make any other supplement or amendment to the Indenture (as is mutually agreed to by the Portfolio Manager and a Majority of the Subordinated Notes) (any such supplemental indenture, a "**Reset Amendment**").

For the avoidance of doubt, any amendment entered into pursuant to this heading "*—Modifications without the Consent of Holders"* shall not be subject to any consent requirements set forth under the heading "*—Modifications with the Consent of Holders*" above.

The Portfolio Manager will not be bound to follow any amendment or supplement to the Indenture or Benchmark Replacement Rate Conforming Changes unless it has consented in writing in advance thereof and unless it has received written notice of such amendment or supplement or changes and a copy of the amendment or supplement or changes from the Issuer or the Trustee (or, in respect of Benchmark Replacement Rate Conforming Changes, the Designated Transaction Representative) prior to the execution thereof in accordance with the notice requirements of the Indenture (or, in respect Benchmark Replacement Rate Conforming Changes, prior to the effectiveness thereof).

General Provisions

In the case of any supplemental indenture that requires the consent of Holders of a specified Class or permits Holders of a specified Class to object, not later than [10] Business Days (or [five] Business Days if in connection with a Reset Amendment, Refinancing, Re-Pricing or additional issuance of Notes) prior to the execution of any proposed supplemental indenture pursuant to the above provisions, the Trustee, at the expense of the Co-Issuers, will deliver to the Holders, the Portfolio Manager, the Collateral Administrator, any Hedge Counterparty and the Rating Agency (so long as any Secured Notes are Outstanding) a copy of such proposed supplemental indenture and shall request any required consent (as identified by the Issuer) from the applicable Holders to be given no later than [three] Business Days prior to the date indicated as the proposed execution date of such proposed supplemental indenture. Following such delivery by the Trustee, if any changes are made to such supplemental indenture other than changes of a technical nature, to complete or change dates, to correct typographical errors, to adjust formatting or to address Rating Agency criteria relating to the modifications in the proposed supplemental indenture, then at the expense of the Co-Issuers, for so long as any Notes shall remain Outstanding, not later than [two] Business Days prior to the execution of such proposed supplemental indenture, the Trustee shall deliver to the Holders, the

Portfolio Manager, the Collateral Administrator, any Hedge Counterparty and the Rating Agency (so long as any Secured Notes are Outstanding) a copy of such supplemental indenture as revised, indicating the changes that were made. If, prior to delivery by the Trustee of such supplemental indenture as revised, any Holder has provided its written consent to the supplemental indenture as initially distributed, such Holder (other than a Holder that holds a Majority of the Subordinated Notes) will be deemed to have consented in writing to the supplemental indenture as revised unless such Holder has provided written notice of its withdrawal of such consent to the Trustee and the Issuer not later than one Business Day prior to the execution of such supplemental indenture. Notwithstanding anything to the contrary in the Indenture, notice of any supplemental indenture (including any revisions thereto) proposed to be entered into in connection with a Refinancing shall not be required to be delivered to the Holders of any Class to be redeemed pursuant to such Refinancing. Neither the Issuer nor the Trustee shall have any responsibility or liability for any failure or delay on the part of a Holder to provide written objection or written notice of its withdrawal of such consent in response to any notice set forth in this paragraph, including without limitation in respect of any reliance on such failure to object or withdraw a consent for purposes of any supplemental indenture.

Any consent given to a proposed supplemental indenture by a Holder will be irrevocable and binding on all future Holders or beneficial owners of that Notes, irrespective of the execution date of the supplemental indenture. If the required consent to any such proposed supplemental indenture is received from the applicable Holders prior to the end of the relevant notice period, the supplemental indenture may be executed prior to the end of such period. 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 the relevant notice period, on the first Business Day following such period, the Trustee will provide consents received to the Issuer and the Portfolio Manager so that they may determine which Holders have consented to the proposed supplemental indenture and which Holders (and, to the extent such information is in the possession of the Trustee, which beneficial owners) have not consented to the proposed supplemental indenture.

Holders of Pari Passu Classes of Notes will vote together as a single Class in connection with any supplemental indenture, except that the holders of each Pari Passu Class will vote separately by Class with respect to any amendment or modification of the Indenture solely to the extent that such amendment or modification would by its terms directly affect the holders of any such Class exclusively and differently from any holders of other Pari Passu Classes (including, without limitation, any amendment that would reduce the amount of interest or principal payable on the applicable Class), as determined by the Portfolio Manager in its reasonable discretion.

In executing or accepting the additional trusts created by any supplemental indenture, the Trustee will be entitled to receive, and (subject to certain conditions set forth in the Indenture) will be fully protected in relying upon, an opinion of counsel stating that the execution of such supplemental indenture is authorized or permitted by the Indenture and that all conditions precedent thereto have been satisfied. The Trustee may, but will not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

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

Any Class of Notes being refinanced 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 such Refinancing. Any Non-Consenting Holders of a Re-Priced Class 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 Partial Redemption Date with respect to such Class.

The Collateral Administrator shall not be bound to follow any amendment or supplement to the Indenture or Benchmark Replacement Rate Conforming Changes unless it has received written notice of such amendment, supplement or changes and a copy of the amendment, supplement or changes from the Issuer or the Trustee (or, in respect of Benchmark Replacement Rate Conforming Changes, the Designated Transaction Representative) prior to the execution thereof in accordance with the notice requirements of the Indenture (or, in respect of Benchmark Replacement Rate Conforming Changes, prior to the effectiveness thereof). The Issuer will agree that it will not permit to become effective any amendment or supplement to the Indenture or Benchmark Replacement Rate

Conforming Changes 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 Administrator), or adversely change the economic consequences to, the Collateral Administrator, (ii) expand or restrict the Collateral Administrator's discretion or (iii) materially and adversely affect the Collateral Administrator, unless the Collateral Administrator consents in writing thereto.

Holders of Pari Passu Classes of Notes will vote together as a single Class in connection with any supplemental indenture, except that the holders of each Pari Passu Class will vote separately by Class with respect to any amendment or modification of the Indenture solely to the extent that such amendment or modification would by its terms directly affect the holders of any such Class exclusively and differently from any holders of other Pari Passu Classes (including, without limitation, any amendment that would reduce the amount of interest or principal payable on the applicable Class), as determined by the Portfolio Manager in its reasonable discretion.

Additional Issuance

The Indenture will provide that at any time during the Reinvestment Period (or, in the case of an issuance of additional Subordinated Notes and/or Junior Mezzanine Notes, at any time), subject to the written approval of a Majority of the Subordinated Notes and the Portfolio Manager, the Co-Issuers, as applicable, may, pursuant to a supplemental indenture in accordance with the Indenture, issue and sell Additional Notes of each Class on a *pro rata* basis with respect to each Class of Notes (except that a larger proportion of Subordinated Notes may be issued) and/or additional secured or unsecured notes of one or more new classes that are junior in right of payment to the Secured Notes (the "**Junior Mezzanine Notes**"); *provided* that, the consent of a Majority of the Subordinated Notes, shall not be required if the Portfolio Manager has determined in its sole discretion that such issuance is required for compliance with the U.S. Risk Retention Rules by the Portfolio Manager. In addition, the following conditions must be satisfied to issue Additional Notes:

(a) the Co-Issuers comply with the requirements of the Indenture;

(b) the Issuer shall provide notice of such issuance to the Rating Agency;

(c) in the case of additional Secured Notes, unless such issuance is being effected (in the sole discretion of the Portfolio Manager) in order to permit the Portfolio Manager to comply with the U.S. Risk Retention Rules, (A) each Overcollateralization Ratio Test is maintained or improved after giving effect to such issuance and (B) no such issuance of Secured Notes may exceed 100% of the respective original outstanding amount of the applicable Class or Classes of Secured Notes;

(d) the proceeds of any Additional Notes (net of fees and expenses incurred in connection with such issuance) (A) shall be treated as Principal Proceeds, used to purchase additional Collateral Obligations or (B) in the case of an issuance of additional Subordinated Notes in excess of the required proportion of Subordinated Notes to be issued in connection with such issuance and/or the issuance of any additional Junior Mezzanine Notes, may, in the sole discretion of the Portfolio Manager with the consent of a Majority of the Subordinated Notes, be used for Permitted Uses or treated as Interest Proceeds;

(e) unless only additional Subordinated Notes or Junior Mezzanine Notes are being issued, Tax Advice shall be delivered to the Issuer to the effect that any Additional Notes that are Secured Notes will have the same U.S. federal income tax characterization (and at the same comfort level) as any Class of Secured Notes Outstanding at the time of the additional issuance that are pari passu with such additional notes; *provided* that the Tax Advice described in this clause (e) will not be required with respect to any Additional Notes that bear a different securities identifier from the Notes of the same Class that are Outstanding at the time of the additional issuance;

(f) any Additional Notes that are Secured Notes (or Junior Mezzanine Notes that are treated as debt for U.S. federal income tax purposes) will be issued in a manner that allows the Issuer to accurately provide the tax information relating to any original issue discount ("**OID**") that the Indenture requires the Issuer to provide to the Holders and beneficial owners of Secured Notes (including the Additional Notes) which are issued with OID;

(g) in the case of an issuance of Additional Notes of any existing Class (other than Subordinated Notes and/or Junior Mezzanine Notes), Additional Notes of all Classes that are subordinated to such existing Class must be issued and such issuance must be proportional across all such Classes of Notes; provided that, the principal amount of Subordinated Notes and/or Junior Mezzanine Notes issued in any such issuance may exceed the proportion otherwise applicable to the Subordinated Notes and/or Junior Mezzanine Notes;

(h) no Event of Default has occurred and is continuing; and

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

The terms and conditions of any Additional Notes of an existing Class will be identical to those of the initial Notes of that Class (except that the interest due on the Additional Notes that is Secured Notes will accrue from the issue date of such Additional Notes, the prices of such Additional Notes do not have to be identical to those of the initial Notes of that Class and the interest rate of such Additional Notes must be equal to or less than the interest rate of the applicable Class, in each case, as determined by the Portfolio Manager and as between any Pari Passu Classes, the Portfolio Manager may elect which of such Pari Passu Classes are issued as Additional Notes). Interest on the Additional Notes that are Secured Notes will be payable commencing on the first Distribution Date following the issue date of such Additional Notes (if issued prior to the applicable Record Date). The Additional Notes will rank *pari passu* in all respects with the initial Notes of that Class and the interest rate of any Additional Notes that are Floating Rate Notes will be a spread over the Benchmark Rate.

Except to the extent that the Portfolio Manager has determined in its sole discretion that the issuance of Additional Notes is required for compliance with the U.S. Risk Retention Rules by the Portfolio Manager, any Additional Notes of each Class issued as set forth above shall, to the extent reasonably practicable, be offered first (i) in the case of Additional Notes that are Subordinated Notes or junior in right of payment to the Secured Notes, to the Holders of the Subordinated Notes in proportion to such Holders' interests in the Subordinated Notes and (ii) in the case of Additional Notes of any existing Class of Secured Notes, to the Holders of that Class in such amounts as are necessary to preserve their *pro rata* holdings of Notes of such Class.

The Co-Issuers or the Issuer may also issue Additional Notes in connection with a Refinancing of all Classes of Secured Notes, which issuance shall not be subject to the conditions set forth above, but shall be subject only to the requirements for a Refinancing described under "*—Optional Redemption and Partial Redemption*."

Contributions

At any time during or after the Reinvestment Period, (i) with the consent of the Portfolio Manager, any holder of Subordinated Notes may make a contribution of cash to the Issuer, (ii) with the consent of the Portfolio Manager, any holder of Subordinated Notes may make a contribution of other property to the Issuer and/or (iii) with no less than [seven] Business Days' (or such shorter period agreed to by the Issuer and the Trustee) notice to the Issuer and the Trustee, a Majority of Subordinated Notes held in the form of Certificated Notes may designate as a contribution to the Issuer any portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed to such Holder in accordance with the Priority of Distributions (any of the foregoing, a "**Contribution**"); *provided* that any Contribution described in clause (ii) shall (as determined by the Portfolio Manager on behalf of the Issuer) comply with the Tax Guidelines or Tax Advice to the effect that such action will not cause 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. In connection with the making of a Contribution described above, the related holder of Subordinated Notes shall provide the Issuer, the Portfolio Manager and the Trustee with a Contribution Notice, which notice will be required to include the wiring instructions, contact information and any other information requested by the Issuer or the Trustee as necessary for the repayment of such Contribution pursuant to the Priority of Distribution.

The Trustee shall, at the direction of the Portfolio Manager, within one Business Day of the Trustee having received written notice that the Portfolio Manager has consented to such Contribution, notify the remaining Holders of the Subordinated Notes of its receipt thereof, extend to the other Holders of Subordinated Notes the opportunity to participate in the related Contribution in proportion to their then-current ownership of Subordinated Notes. In the case of a Contribution of property described in clause (ii) above, the amount for which a Holder may elect to

participate in such Contribution will be determined on the basis of the value of such property as determined by the Portfolio Manager. Any Holder of existing Subordinated Notes that has not, within [five] Business Days (the "**Contribution Participation Option Period**") after delivery of such notice of a Contribution from the Trustee, elected to participate in such Contribution by delivery of a notice thereof (a "**Contribution Participation Notice**") in respect thereof to the Issuer (with a copy to the Portfolio Manager) and the Trustee will be deemed to have irrevocably declined to participate in such Contribution. The Issuer (or the Trustee on its behalf) will not accept any Contribution until after the expiration of the Contribution Participation Option Period; *provided* that, a Contribution of the type described in clause (iii) above may be accepted prior to the expiration of such period, but such acceptance shall not limit the right of a Holder to make a participating Contribution as described above (which, for the avoidance of doubt, may be made following the related Distribution Date). Within one Business Day of the end of the Contribution Participation Option Period, the Trustee will provide notice to each Contributor of the amount of such Contribution owed by such Contributor, and such Contributor will be required to deliver funds to the Trustee (with notice to the Issuer, the Portfolio Manager and a Majority of the Subordinated Notes) to be received by the Trustee with a notice of Contribution in the form attached to the Indenture, which notice will be required to include the wiring instructions, contact information and any other information requested by the Issuer or the Trustee as necessary for the repayment of such Contribution pursuant to the Priority of Distributions.

Contributions shall be received into the Permitted Use Account and applied by the Portfolio Manager on behalf of the Issuer to a Permitted Use as directed by the Contributor at the time such Contribution is made (or, if no direction is given by the Contributor, at the Portfolio Manager's discretion).

Any income earned on amounts deposited in the Permitted Use Account shall be deposited in the Permitted Use Account. No Contribution or portion thereof will be permitted to be returned to the Contributor at any time (other than by operation of the Priority of Distributions). Contributions of cash shall be repaid to the Contributor (in accordance with the payment instructions provided to the Trustee by each Contributor) on the first Distribution Date or Distribution Dates on which funds in respect thereof are available in accordance with the Priority of Distributions, together with a specified rate of return as agreed by the Portfolio Manager and a Majority of the Subordinated Notes, with notice to the Issuer, the Collateral Administrator and the Trustee delivered no later than the related Determination Date (such applicable amount inclusive of the Contribution, the "**Contribution Repayment Amount**").

The repayment of any Contribution to any Holder of Subordinated Notes will not be deemed to be, or required to be reported as, a payment of principal, interest or other amount on the Subordinated Notes or otherwise.

In connection with any Contribution, the Trustee may require any information reasonably necessary for the payment of a Contribution Repayment Amount, including without limitation each applicable Contributor's name, address, tax identification number, formation documents (if applicable) and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations.

For the avoidance of doubt, Holders shall not have any voting rights with respect to any Contribution Repayment Amount owed, and Contributions shall not increase the voting rights of the Notes held by any Holder.

Consolidation, merger or transfer of assets

Except as otherwise provided in the Indenture, neither the Issuer nor the Co-Issuer may consolidate with, merge into, or transfer or convey all or substantially all of its assets to, any other corporation, partnership, trust or other person or entity.

Jurisdiction of Issuer

The Issuer shall be entitled to change its jurisdiction of incorporation from the Cayman Islands to any other jurisdiction reasonably selected by the Issuer so long as (i) the Issuer has received a legal opinion (upon which the Trustee may conclusively rely) to the effect that such change is not disadvantageous in any material respect to the Holders, (ii) written notice of such change shall have been given by the Issuer to the Trustee (which shall provide notice to the Holders), the Portfolio Manager, and the Rating Agency and (iii) on or prior to the [10th] Business Day

following receipt of such notice the Trustee shall not have received written notice from a Majority of the Controlling Class or a Majority of the Subordinated Notes objecting to such change.

Petitions for bankruptcy

The Indenture will provide that the Holders of the Notes 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 the Notes and not before one year (or if longer, the applicable preference period then in effect) *plus* one day has elapsed since such payment.

The Issuer, the Co-Issuer or any Issuer Subsidiary, as applicable, will, subject to the availability of funds therefor, 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 such 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 of or in respect of the Issuer, the Co-Issuer or any Issuer Subsidiary, as the case may be, under applicable bankruptcy law or other Applicable Law. The reasonable fees, costs, charges and expenses incurred by the Issuer, the Co-Issuer or any such Issuer Subsidiary (including reasonable attorneys' fees and expenses) in connection with taking any such action will be Administrative Expenses.

The Indenture will provide that the foregoing restrictions are a material inducement for each Holder and beneficial owner of the Notes to acquire the Notes and for the Issuer, the Co-Issuer and the Portfolio 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 or beneficial owner of an, the Portfolio Manager, the Trustee, 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, winding-up or liquidation proceedings, or other proceedings under Cayman Islands law, United States federal or state bankruptcy law or similar laws.

In the event one or more Holders or beneficial owners of Notes institutes, or joins in the institution of a proceeding described in the preceding paragraph above against the Issuer, the Co-Issuer or any Issuer Subsidiary in violation of the prohibition described above, such Holder(s) or beneficial owner(s) will be deemed to acknowledge and agree that any claim that such Holder(s) or beneficial owner(s) have against the Issuer, the Co-Issuer or any Issuer Subsidiary or with respect to any Assets (including any proceeds thereof) shall, notwithstanding anything to the contrary in the Priority of Distributions, be fully subordinate in right of payment to the claims of each Holder and beneficial owner of any Notes that does not seek to cause any such filing, with such subordination being effective until the Notes held by each Holder or beneficial owners of any Notes that does not seek to cause any such filing is paid in full in accordance with the Priority of Distributions (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 is intended to 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 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 and beneficial owner of the Notes will agree or be deemed to agree not to cause the filing of an involuntary petition in bankruptcy or insolvency in relation to the Issuer, the Co-Issuer and any Issuer Subsidiary (and will agree to subordinate its claims with respect to the 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 Bankruptcy Law or other applicable bankruptcy or insolvency law.

Satisfaction and discharge of the Indenture

The Indenture will be discharged with respect to the Assets securing the Secured Notes upon: (i) delivery to the Trustee for cancellation of all of the Notes have been repaid in full pursuant to the Indenture, 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; (ii) the payment by the Co-Issuers of all other amounts due under the Indenture; and (iii) the Co-Issuers have delivered to the Trustee an officer's certificate stating that all conditions

precedent set forth in the Indenture have been complied with and any Hedge Agreement and any related termination payment has been paid and the Trustee have received an opinion of counsel to the effect that all conditions precedent provided for in the Indenture have been satisfied.

Limitation on Obligation to Incur Administrative Expenses

If at any time after the Secured Notes are no longer Outstanding and (i) the sum of (A) Eligible Investments, (B) cash and (C) amounts reasonably expected to be received by the Issuer in cash during the current Collection Period (as certified by the Portfolio Manager in its reasonable judgment) is less than (ii) the sum of (A) an amount not to exceed the greater of (x) U.S.$[300,000] and (y) the amount (if any) reasonably certified by the Portfolio Manager or the Issuer, including but not limited to fees and expenses incurred by the Trustee and reported to the Portfolio Manager, as the sum 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 and (B) 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 or entity other than the Trustee, the Collateral Administrator (or any other capacity in which the Bank or an Affiliate thereof is acting pursuant to the Transaction Documents), the Administrator and their Affiliates, including for opinions of counsel in connection with supplemental indentures, annual opinions under the Indenture, services of legal advisors and accountants and fees of the Rating Agency, in each case under the Indenture and failure to pay such amounts or provide or obtain such opinions, reports or services will not constitute a default or an Event of Default under the Indenture, and the Trustee (or the Bank in any other capacity) shall have no liability for any failure to obtain or receive any of the foregoing opinions, reports or services. The foregoing will not, however, limit, supersede or alter any right afforded to the Trustee (or the Bank in any other capacity) under the Indenture to refrain from taking action in the absence of its receipt of any such opinion, report or service which it reasonably determines is necessary for its own protection.

Trustee

U.S. Bank Trust Company, National Association will be the Trustee under the Indenture for the Notes. 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 is an obligor or the depository institution or provides services and receives compensation. The Co-Issuers, the Portfolio Manager and their Affiliates may maintain other banking relationships in the ordinary course of business with the Trustee or its Affiliates.

The Indenture contains provisions for the indemnification of the Bank (individually and in each of its capacities) by the Issuer, payable solely out of the Assets, for any loss, liability, damage, fee, cost or expense incurred without negligence, willful misconduct or bad faith on its part and arising out of or in connection with the acceptance or administration of the trust. The Trustee will be required to resign immediately if it ceases to have certain credit ratings and may resign at any time by providing not less than 60 days' notice to the Co-Issuers, the Portfolio Manager, the Holders and the Rating Agency. The Trustee may be removed upon 30 days' notice at any time by the Portfolio Manager or by a Majority of the Controlling Class as set forth in the Indenture. No resignation or removal of the Trustee will become effective until the acceptance of the appointment of the successor Trustee.

Collateral Administrator

U.S. Bank Trust Company, National Association will be the Collateral Administrator under the Collateral Administration Agreement. The Collateral Administrator may be removed by the Issuer or the Portfolio Manager, on behalf of the Issuer, at any time upon 60 days' written notice. If the Collateral Administrator is removed or resigns its duties the Issuer will appoint a replacement Collateral Administrator.

The Subordinated Notes

The Subordinated Notes will be issued pursuant to the Indenture, but will not be secured obligations thereunder. 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 fully subordinated to the Secured Notes and to the payment of all other amounts payable or distributable in accordance with the Priority of Distributions. 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 Distributions. The only funds available to make payments on the Subordinated Notes are the proceeds of the Assets.

Distributions on the Subordinated Notes

The Subordinated Notes will not bear a stated rate of interest but will be entitled to receive distributions on each Distribution Date if and to the extent funds are available for such purpose. Payments will be made on the Subordinated Notes only pursuant to the Priority of Distributions. Payments on the Subordinated Notes will be made to the person in whose name the Subordinated Notes are registered on the applicable Record Date in the same manner as payments are made to the Holders of the Secured Notes as described under "*—Entitlement to Payments*" and any unclaimed payments will be subject to the terms described under "*—Entitlement to Payments—Prescription.*"

Optional Redemption

The Subordinated Notes may be redeemed, in whole but not in part, on any Business Day on or after the redemption or repayment of the Secured Notes in full, at the direction of a Majority of the Subordinated Notes or the Portfolio Manager (so long as a Majority of the Subordinated Notes has (x) not objected to such direction within [5] Business Days of notice thereof or (y) otherwise consented to such direction), and the Subordinated Notes will be redeemed in whole in the case of an Optional Redemption in connection with a Tax Event.

Voting

Holders of the Subordinated Notes will have no voting rights except as set forth in the Indenture, the Portfolio 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 pursuant to the Indenture, and, at any time during the Reinvestment Period, to approve the issuance of Additional Notes, as described herein.

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 in connection with FATCA and the CRS), in each case, as modified by the practice of any relevant governmental revenue authority, then in effect. If the Issuer is required to deduct or withhold tax from, or with respect to, payments to any Holder of a Note, then the Trustee or the Paying Agent, as applicable, will, upon receipt of written notice, deduct, or withhold, the amount required to be deducted or withheld and remit to the relevant authority such amount. Without limiting the generality of the foregoing, any of the Issuer or the Trustee may withhold any amount that it determines is required to be withheld from any amounts otherwise distributable to any Holder of a Note. None of the Issuer, the Trustee or the Paying Agent will be obligated to pay any additional amounts to a Holder or beneficial owner of any Notes as a result of any withholding or deduction for, or on account of, any tax imposed on payments in respect of the Notes.

Form, Denomination and Registration of the Notes

The Notes are being initially offered and may subsequently be transferred only (a) to non-U.S. Persons outside the United States in reliance on Regulation S and (b) to, or for the account or benefit of, U.S. Persons that are (x) Qualified Institutional Buyers that are also Qualified Purchasers and (y) solely in the case of Notes issued as Certificated Notes, (1) Institutional Accredited Investors that are also Qualified Purchasers or (2) Accredited

Investors that are also Knowledgeable Employees with respect to the Issuer or entities owned exclusively by Knowledgeable Employees with respect to the Issuer.

Except as described below, the Notes issued to U.S. persons will be issued as an interest in Rule 144A Global Notes. Rule 144A Global Notes will be deposited with the Trustee as custodian for DTC and registered in the name of DTC or its nominee.

Except as described below, Notes issued to non-U.S. persons in offshore transactions in reliance on Regulation S will be issued as an interest in a Regulation S Global Note. Interests in Regulation S Global Notes will only be transferable upon satisfaction of certain conditions described herein, including satisfaction of the certification requirements described herein. See "*Transfer Restrictions*." The Regulation S Global Notes will be deposited with the Trustee as custodian for DTC and registered in the name of DTC or its nominee for the account of Euroclear or Clearstream. Beneficial interests in Regulation S Global Notes may only be held through Euroclear or Clearstream.

All ERISA Restricted Notes held by Benefit Plan Investors or Controlling Persons (other than Benefit Plan Investors and Controlling Persons purchasing ERISA Restricted Notes on the Closing Date) must be held in the form of a Certificated Note.

An ERISA Restricted Note or any interest therein may not be sold or transferred to purchasers that have represented that they are, or are acting on behalf of, Benefit Plan Investors or Controlling Persons to the extent that such sale or transfer may result in Benefit Plan Investors owning 25% or more of the Aggregate Outstanding Amount of any Class of such Notes as determined in accordance with the Plan Asset Regulation and the Indenture, assuming, for this purpose, that all of the representations made or deemed to be made by holders of such Notes (or interests therein) are true.

Accredited Investors (including Institutional Accredited Investors) may not hold an interest in a Global Note and must hold a Certificated Note.

As used above, "**U.S. person**" and "**offshore transaction**" have the meanings assigned to such terms in Regulation S under the Securities Act.

Initial investors in any Class may request delivery of their Notes in the form of Certificated Notes. Each initial investor that is required and each transferee that is required (or requests) to hold its interest as a Certificated Note, and each initial investor in ERISA Restricted Notes, will be required to provide a purchaser representation letter or transfer certificate substantially in the form set forth in the applicable exhibit to the Indenture (each, a "**Transfer Certificate**") or, in the case of an initial investor, such other form specified by the Issuer, the Placement Agent, in which it will be required to certify, among other matters, as to its status under the Securities Act, the Investment Company Act and ERISA.

A beneficial interest in a Regulation S Global Note or a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding Rule 144A Global Note or Regulation S Global Note, respectively, or a Certificated Note only upon receipt by the Trustee or the Registrar of a Transfer Certificate from the transferor or, in the case of a transfer to a person who takes delivery in the form of a Certificated Note, a Transfer Certificate from the transferee.

A Certificated Note may be transferred to a person who takes delivery in the form of a Certificated Note only upon receipt by the Issuer and the Trustee or the Registrar, as applicable, of the transferor's Certificated Note together with a Transfer Certificate from the transferee.

No service charge will be made for any registration of transfer or exchange of Notes but the Trustee may require payment of a sum sufficient to cover any transfer, tax or other governmental charge payable in connection therewith. The Trustee will be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signature of the transferor and transferee.

The registered owner of the relevant Global Note (which will be a nominee of DTC) 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 Issuer or the Co-Issuers, as applicable, in respect of any payment due on that Global Note. Account holders or participants in 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 Issuer or the Co-Issuers, as applicable, the Trustee and any agent of any of the foregoing persons as the holder of Global Notes for all purposes whatsoever.

Except in the limited circumstances herein, 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 Certificated Notes and will not be considered "Holders" of Notes under the Indenture or the Notes. Upon the occurrence of a Depository Event, the Issuer will issue or cause to be issued, Certificated Notes of such Class or Classes in exchange for the interest in 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 representing a Class of Notes will be entitled, upon request, to receive a Certificated Note in exchange for its interest if an Event of Default has occurred and is continuing.

The Notes in certificated and global form 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 will be issued only in "Authorized Denominations" as indicated in "*Summary of Terms—Principal Terms of the Notes*."

RATINGS OF THE SECURED NOTES

It is a condition of the issuance of the Notes that the Secured Notes of each Class receive from the Rating Agency the minimum applicable ratings indicated under "*Summary of Terms—Principal Terms of the Notes*". 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.

The ratings of the Secured Notes of each applicable Class by S&P address the likelihood of full and ultimate payment to holders of such Classes of 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 by the 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 largely upon the Rating Agency's statistical analysis of historical default rates on notes 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 the Secured Notes as described herein), the Collateral Quality Test and the Concentration Limitations, each component of which must be satisfied, or, if not satisfied, maintained or improved in order to reinvest in additional Collateral Obligations as and pursuant to the Indenture.

In addition to their respective quantitative tests, the ratings of the Rating Agency take into account qualitative features of a transaction, including the legal structure and the risks associated with such structure, the Rating Agency's view as to the quality of the participants in the transaction and other factors that it deems relevant.

SECURITY FOR THE SECURED NOTES

The "**Assets**" (also referred to as the "**Collateral**") will consist of, and the Issuer will grant to the Trustee for the benefit and security of the Secured Parties, all of the Issuer's right, title and interest in, to and under, in each case, whether now owned or existing, or hereafter acquired or arising, all securities, loans and investments and, in each case as defined in the UCC, accounts, chattel paper, commercial tort claims, deposit accounts, documents, financial assets, general intangibles, goods, instruments, investment property, letter of credit rights and other property of any type or nature in which the Issuer has an interest, including all proceeds (as defined in the UCC) with respect to the foregoing. Such grants include, but are not limited to, the Issuer's interest in and rights under:

(a) the Collateral Obligations, Equity Securities, Restructured Obligations and Workout Instruments;

(b) each account of the Issuer subject, in the case of each Hedge Counterparty Collateral Account, to the terms of the applicable Hedge Agreement and any Eligible Investments purchased with funds on deposit therein, and all income from the investment of funds therein;

(c) the equity interest in any Issuer Subsidiary and all payments and rights thereunder;

(d) each of the Transaction Documents to which it is a party;

(e) all cash; and

(f) all proceeds with respect to the foregoing.

Such grants will not include Excepted Property.

Collateral Obligations

It is anticipated that the Issuer will have purchased or committed to purchase Collateral Obligations with an aggregate principal balance of [●]% of the Aggregate Ramp-Up Par Amount on the Closing Date. Such commitments to purchase will be made at the then prevailing market price on the date of such commitments. It is expected (but there can be no assurance) that the Concentration Limitations, the Collateral Quality Test, the Reinvestment Overcollateralization Test and all of the Coverage Tests will be satisfied not later than the end of the Ramp-Up Period (or, in the case of the Interest Coverage Tests, no later than the Interest Coverage Tests Effective Date).

The composition of the Collateral Obligations will change over time as a result of (i) the acquisition of additional Collateral Obligations during the Ramp-Up Period, (ii) scheduled and unscheduled principal payments on the Collateral Obligations, (iii) the exercise of an option, right of conversion, pre-emptive right, rights offerings, credit bid or similar right in connection with the workout or restructuring of a Collateral Obligation and (iv) sales of Assets and reinvestment of Sale Proceeds and other Principal Proceeds, subject to the limitations described under "*—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*" below.

In addition to the restrictions set forth with respect thereto in the Indenture, the Portfolio Manager will be subject to certain restrictions on the Portfolio Manager's activities relating to purchases, sales and modifications of Collateral Obligations pursuant to the Portfolio Management Agreement including the restrictions contained in the Tax Guidelines attached as an exhibit to the Portfolio Management Agreement. See "*The Portfolio Management Agreement*" and "*Certain U.S. Federal Income Tax Considerations—U.S. Federal Tax Treatment of the Issuer*."

The Concentration Limitations

In connection with any investment or reinvestment in Collateral Obligations, the Collateral Obligations in the aggregate are expected to comply with the Concentration Limitations. See "*—Collateral Assumptions*" below for the Collateral Assumptions applicable to the determination of satisfaction of the Concentration Limitations.

The Collateral Quality Test

By the end of the Ramp-Up Period, and in connection with any reinvestment in additional Collateral Obligations thereafter, the Collateral Obligations in the aggregate are expected to comply with the Collateral Quality Tests unless otherwise explicitly provided for in the Indenture, and if not in compliance at the time of reinvestment, the relevant requirements must be maintained or improved. Measurement of the degree of compliance with the Collateral Quality Test will be required on every Measurement Date at, or subsequent to, the end of the Ramp-Up Period. See "*—Collateral Assumptions*" for the Collateral Assumptions applicable to the determination of satisfaction of the Collateral Quality Tests.

Minimum Fixed Coupon Test

The "**Minimum Fixed Coupon Test**" will be satisfied on any date of determination if the Weighted Average Fixed Coupon *plus* the Excess Weighted Average Floating Spread (as determined by the Portfolio Manager) equals or exceeds the Minimum Fixed Coupon.

Minimum Floating Spread Test

The "**Minimum Floating Spread Test**" will be satisfied on any date of determination if the Weighted Average Floating Spread *plus* the Excess Weighted Average Fixed Coupon (as determined by the Portfolio Manager) equals or exceeds the Minimum Floating Spread.

S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" will be (i) satisfied on any date of determination if, after giving effect to the sale of a Collateral Obligation (excluding Defaulted Obligations) or the purchase of an additional Collateral Obligation (excluding Defaulted Obligations), (a) during an S&P CDO Monitor Model Election Period, following receipt by the Issuer and the Collateral Administrator of the applicable input file to the S&P CDO Monitor the Class Default Differential of the Proposed Portfolio is positive or (b) during an S&P CDO Monitor Formula Election Period (if any), the S&P CDO Monitor Adjusted BDR is equal to or greater than the S&P CDO Monitor SDR. During an S&P CDO Monitor Model Election Period, the S&P CDO Monitor Test will be considered to be improved if the Class Default Differential of the Proposed Portfolio is greater than the corresponding Class Default Differential of the Current Portfolio. During an S&P CDO Monitor Formula Election Period, the S&P CDO Monitor Test will be considered to be maintained or improved if the difference between the S&P CDO Monitor SDR minus the S&P CDO Monitor Adjusted BDR of the Proposed Portfolio is no greater than the difference between the S&P CDO Monitor SDR minus the S&P CDO Monitor Adjusted BDR of the Current Portfolio. During an S&P CDO Monitor Formula Election Period, (x) the definitions in Annex C hereto will apply and (y) in connection with the Effective Date, the S&P Effective Date Adjustments set forth in Annex C hereto will apply.

Diversity Test

"**Diversity Test**" means, during the Reinvestment Period only, a test that will be satisfied on any date of determination if the Diversity Score (rounded to the nearest whole number) equals or exceeds [●].

For purposes of the Diversity Test, 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.

S&P Minimum Weighted Average Recovery Rate Test

The "**S&P Minimum Weighted Average Recovery Rate Test**" will be satisfied on any Measurement Date if the S&P Weighted Average Recovery Rate for the Highest Ranking Class equals or exceeds the applicable S&P Minimum Weighted Average Recovery Rate for such Class selected by the Portfolio Manager (with notice to the Collateral Administrator) in connection with the S&P CDO Monitor Test.

Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any date of determination if the Weighted Average Life of the Collateral Obligations as of such date is less than or equal to the value in the column entitled "Weighted Average Life Value" in the table below corresponding to the immediately preceding Distribution Date (or prior to the first Distribution Date, the Closing Date).

Distribution Date (or Closing Date)	**Weighted Average Life Value**
[Closing Date]	[8.00]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	[●]
[●]	0

Weighted Average Rating Factor Test

The "**Weighted Average Rating Factor Test**" will be satisfied on any date of determination if the Weighted Average Rating Factor of the Collateral Obligations as of such date is less than or equal to [3400].

Collateral Assumptions

Unless otherwise specified, the assumptions described below (the "**Collateral Assumptions**") shall be applied in connection with all calculations required to be made pursuant to the Indenture with respect to scheduled distributions on any Pledged Obligation, or any payments on any other assets included in the Assets, with respect to the sale of and reinvestment in Collateral Obligations, and with respect to the income that can be earned on scheduled distributions on such Pledged Obligations and on any other amounts that may be received for deposit in the Collection Account.

(a) All calculations with respect to scheduled distributions on the Pledged Obligations shall be made on the basis of information as to the terms of each such Pledged Obligation and upon report of payments, if any, received on such Pledged Obligation that are furnished by or on behalf of the issuer of such Pledged Obligation and, to the extent they are not manifestly in error, such information or report may be conclusively relied upon in making such calculations and any determination of the Weighted Average Life of any Collateral Obligation shall be made by the Portfolio Manager using the assumption that no Pledged Obligation defaults or is disposed of.

(b) For purposes of calculating the Coverage Tests and the Reinvestment Overcollateralization Test, except as otherwise specified in the Coverage Tests and the Reinvestment Overcollateralization Test, such calculations shall not include scheduled interest and principal payments on Defaulted Obligations unless or until such payments are actually made.

(c) For each Collection Period and as of any date of determination, the scheduled distribution on any Pledged Obligation (other than a Defaulted Obligation, which, except as otherwise provided in the Indenture, shall be assumed to have a scheduled distribution of zero, except to the extent of any payments actually received) shall be the sum of (i) the total amount of payments and collections to be received during such Collection Period in respect of such Pledged Obligation (including the proceeds of the sale of such Pledged Obligation 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 paid as scheduled, shall 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 Distribution Date.

(d) Each scheduled distribution receivable with respect to a Pledged Obligation shall be assumed to be received on the applicable due date, and each such scheduled distribution shall be assumed to be immediately deposited in the Collection Account to earn interest at an assumed reinvestment rate. All such funds shall 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 hereof, to payments of principal of or interest on the Notes or other amounts payable pursuant to the Indenture. For the avoidance of doubt, all amounts calculated pursuant to this clause (d) are estimates and may differ from the actual amounts available to make distributions under the Indenture, and no party shall have any obligation to make any payment under the Indenture due to the assumed amounts calculated under this clause (d) being greater than the actual amounts available. For purposes of the applicable determinations required by certain Indenture provisions relating to reports, certain Indenture provisions relating to sale of Collateral Obligations and purchase of additional Collateral Obligations and the definition of "Interest Coverage Ratio," the Coverage Tests and the Collateral Quality Tests, the expected interest on Secured Notes and floating rate Collateral Obligations will be calculated using the then-current interest rates applicable thereto.

(e) [Reserved].

(f) Calculations of amounts to be distributed under the Priority of Distributions will give effect to all payments that precede (in priority of payment) or include the clause of the Priority of Distributions in which such calculation is made.

(g) Except as otherwise provided in the Indenture, Defaulted Obligations shall not be included in the calculation of the Collateral Quality Test.

(h) For purposes of calculating compliance with the Investment Criteria or the Post-Reinvestment Period Criteria (as applicable), upon the direction of the Portfolio Manager by notice to the Trustee and the Collateral Administrator, any Eligible Investment representing Principal Proceeds received upon the maturity, redemption, sale or other disposition of Collateral Obligations shall be deemed to have the characteristics of such Collateral Obligations until reinvested in additional Collateral Obligations. Such calculations shall be based upon the principal amount of such Collateral Obligations, except in the case of Defaulted Obligations and Credit Risk Obligations, in which case the calculations shall be based upon the Principal Proceeds received on the disposition or sale of such Defaulted Obligations or Credit Risk Obligations.

(i) For purposes of calculating the Sale Proceeds of a Collateral Obligation in sale transactions, Sale Proceeds shall include any Principal Financed Accrued Interest received in respect of such sale.

(j) For purposes of calculating the Concentration Limitations, without duplication, the amounts on deposit in the Collection Account and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds shall be deemed to be Senior Secured Loans.

(k) All monetary calculations under the Indenture shall be in U.S. Dollars.

(l) Unless otherwise specified, references to fees payable under the Priority of Distributions or calculated with respect to a period at a *per annum* rate shall be computed on the basis of a 360-day year and the actual number of days within the related period on the average of the par value of the Collateral Obligations, Restructured Obligations and Workout Instruments plus the balances of the Principal Collection Account and Ramp-Up Account on the first and last day of related Collection Period.

(m) Unless otherwise specified, test calculations that evaluate to a percentage shall be rounded to the nearest ten thousandth and test calculations that evaluate to a number shall be rounded to the nearest one hundredth.

(n) Unless otherwise specifically provided in the Indenture, all calculations or determinations required to be made and all reports which are to be prepared pursuant to the Indenture shall be made on the basis of the trade date.

(o) Determination of the purchase price of a Collateral Obligation shall be made independently each time such Collateral Obligation is purchased by the Issuer and pledged to the Trustee, without giving effect to whether the Issuer has previously purchased such Collateral Obligation (or an obligation of the related obligor).

(p) When used with respect to payments on the Subordinated Notes, the term "principal amount" shall mean amounts distributable to Holders of Subordinated Notes from Principal Proceeds, and the term "interest" shall mean Interest Proceeds distributable to Holders of Subordinated Notes in accordance with the Priority of Distributions.

(q) Any references in the Indenture to fees paid to the Portfolio Manager shall not include fees paid to the Portfolio Manager for its role in managing the Assets prior to the Closing Date.

(r) Any future anticipated tax liabilities of an Issuer Subsidiary related to an Issuer Subsidiary Asset will be excluded from the calculation of the Weighted Average Floating Spread, the Weighted Average Fixed Coupon and the Interest Coverage Tests.

(s) Any reference to the Benchmark Rate applicable to any Floating Rate Notes as of any Measurement Date during the first Interest Accrual Period shall mean the Benchmark Rate for the relevant portion of the first Interest Accrual Period as determined on the preceding Interest Determination Date.

(t) If an administrative agent with respect to a Collateral Obligation provides notice that withholding tax is imposed on (i) any amendment, waiver, consent or extension fees, (ii) commitment fees or similar fees or (iii) any other Collateral Obligation that becomes subject to withholding tax, the calculations of the Weighted Average Floating Spread, the Weighted Average Fixed Coupon and the Interest Coverage Tests (and all component calculations of such calculations and tests, including when such a component calculation is

calculated independently), as applicable, shall 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.

(u) Each of the Weighted Average Floating Spread, Minimum Fixed Coupon Test and Minimum Floating Spread Test will be calculated by the Issuer (or the Collateral Administrator on its behalf in accordance with and subject to the provisions of the Collateral Administration Agreement) in consultation with the Portfolio Manager.

(v) At the written direction of the Portfolio Manager to the Trustee (with a copy to the Collateral Administrator), Interest Proceeds received by the Issuer on or following the Closing Date up to the first Distribution Date following the Effective Date up to an amount specified in the certification set forth in clause (i) of the definition of Principal Financed Accrued Interest may be deposited directly to the Collection Account as Principal Proceeds.

(w) For purposes of determining compliance with the criteria set forth in "*Security for the Secured Notes—Sales of Collateral Obligations*; *Additional Collateral Obligations and Investment Criteria*," any Unscheduled Principal Payments shall be taken into consideration on and after the date such Unscheduled Principal Payments are actually received by the Issuer (and not as of the record date of the related payment).

(x) All calculations and determinations required (or otherwise necessary) under the Indenture shall be made by or on behalf of the Issuer based on the information actually available to the Issuer (or the Collateral Administrator on its behalf) or, if applicable, the Portfolio Manager at the time such calculation or determination is made. Information obtained after any such calculation or determination has been made shall not affect the validity of such calculation or determination at the time it was made.

(y) 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 be entitled to request direction from the Portfolio Manager as to the interpretation and/or methodology to be used, and the Collateral Administrator shall follow such direction, and together with the Trustee, shall be entitled to conclusively rely thereon without any responsibility or liability therefor.

(z) On and after the Effective Date, any Participation Interests that do not satisfy the Third-Party Credit Exposure Limits will be deemed to have a Principal Balance equal to zero until such time as the Third-Party Credit Exposure Limits are satisfied with respect to any subsequent acquisition by the Issuer of a Participation Interest.

(aa) For purposes of calculating the Adjusted Target Par Balance and the Reinvestment Target Par Balance, any proceeds of an issuance solely of additional Subordinated Notes and/or Junior Mezzanine Notes designated as Interest Proceeds will be excluded.

(bb) All calculations related to Maturity Amendments, sales of Collateral Obligations, Workout Instruments, Distressed Exchanges, Exchange Transactions, Restructured Obligations, Swapped Non-Discount Obligations, the Investment Criteria and the Post-Reinvestment Period Criteria (and definitions related to Maturity Amendments, the Investment Criteria, the Post-Reinvestment Period Criteria, Distressed Exchanges, Exchange Transactions and "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*") that would otherwise be calculated cumulatively will be reset at zero on the date of any Refinancing of the Secured Notes in whole.

(cc) 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.

(dd) Any direction or issuer order required under the Indenture relating to the purchase, acquisition, sale, disposition or other transfer of Collateral Obligations 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 Portfolio Manager on which the Trustee may rely.

(ee) With respect to any notice period set forth herein or in the Indenture, such period may be shortened with the consent of each party required to receive such notice.

(ff) With respect to any Collateral Obligation, the date on which such obligation will be deemed to "mature" (or its "maturity" date) will be the earlier of (x) the stated maturity of such obligation or (y) if the Issuer has the right to require the issuer of such Collateral Obligation to purchase, redeem or retire such Collateral Obligation (at a price greater than or equal to par) on any one or more dates prior to its stated maturity (a "put right") and the Portfolio Manager certifies to the Trustee that it will exercise such "put right" on any such date, the maturity date will be the date specified in such certification.

The Coverage Tests and the Reinvestment Overcollateralization Test

The Coverage Tests will be used primarily to determine whether principal and interest may be paid on the Deferred Interest Notes and distributions may be made on the Subordinated Notes or whether funds which would otherwise be used to pay all or a portion of such amounts must instead be used to pay principal on one or more Classes of Secured Notes in accordance with the Priority of Distributions. See "*—Collateral Assumptions*" for the Collateral Assumptions applicable to the determination of satisfaction of the Coverage Tests.

In addition, the Reinvestment Overcollateralization Test, which is not a Coverage Test, will apply as described herein. Measurement of the degree of compliance with the Reinvestment Overcollateralization Test will be required as of each Measurement Date during the Reinvestment Period so long as the Class F Notes remain Outstanding.

Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria

Subject to the other requirements set forth in the Indenture; *provided* that, no Event of Default has occurred and is continuing (except for sales pursuant to clauses [(a), (c), (d), (g), (h) or (i)] below, unless liquidation of the Assets has begun or the Trustee has exercised any remedies of a Secured Party at the direction of a Majority of the Controlling Class pursuant to the Indenture), the Portfolio Manager on behalf of the Issuer may in writing direct the Trustee to sell and the Trustee (on behalf of the Issuer) will sell in the manner directed by the Portfolio Manager any Collateral Obligation or Equity Security if, as certified by the Portfolio Manager, to the best of its knowledge (which certification will be deemed to have been given upon delivery of a direction to sell or a trade ticket to the Trustee and the Collateral Administrator by the Portfolio Manager), such sale meets the requirements of any of clauses [(a) through (i)] below. For these purposes, the Sale Proceeds of a Collateral Obligation sold by the Issuer shall include any Principal Financed Accrued Interest received in respect of such sale.

(a) The Portfolio Manager may direct the Trustee to sell any Credit Risk Obligation at any time during or after the Reinvestment Period without restriction.

(b) The Portfolio Manager may direct the Trustee to sell any Credit Improved Obligation at any time during or after the Reinvestment Period without restriction.

(c) The Portfolio Manager may direct the Trustee to sell any Defaulted Obligation, Restructured Obligation or Workout Instrument at any time during or after the Reinvestment Period without restriction.

(d) The Portfolio Manager may direct the Trustee to sell any Equity Security or Workout Security or any Issuer Subsidiary Asset held by an Issuer Subsidiary at any time during or after the Reinvestment Period without restriction.

(e) After the Issuer has notified the Trustee of an Optional Redemption of the Secured Notes in whole (unless such Optional Redemption is funded solely with Refinancing Proceeds and other funds available for such purpose), a redemption of the Secured Notes in connection with a Tax Event, a redemption of the Subordinated Notes in accordance with the Indenture or otherwise in connection with the earliest Stated Maturity, the Portfolio Manager shall direct the Trustee to sell (which sale may be through participation or other

arrangement) all or a portion of the Collateral Obligations if the requirements of the Indenture (including any certification requirements) are satisfied. If any such sale is made through participation, the Issuer shall use reasonable efforts to cause such participations to be converted to assignments within six months of the sale.

(f) The Portfolio Manager may sell any Collateral Obligation at any time (other than Credit Risk Obligations, Credit Improved Obligations, Defaulted Obligations and Equity Securities, each of which may be sold at any time without restriction pursuant to the Indenture) (each such sale, a "**Discretionary Sale**"), if (i) after giving effect to such Discretionary Sale, the Aggregate Principal Balance of all Discretionary Sales during the same calendar year is not greater than [30]% of the Collateral Principal Amount as of the beginning of such calendar year (or, in the case of the year 20[●], the Aggregate Ramp-Up Par Amount) and (ii) either (A) at any time (1) the sale proceeds from such Discretionary Sale are at least sufficient to maintain or increase the Adjusted Collateral Principal Amount (as measured immediately before such sale) or (2) after giving effect to such Discretionary Sale, the 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 proposed sale) shall be greater than or equal to the Reinvestment Target Par Balance; or (B) during the Reinvestment Period, the Portfolio Manager reasonably believes it will be able to reinvest such sale proceeds in compliance with the Investment Criteria; *provided* that, in respect of any such Discretionary Sale after the Reinvestment Period, the sale proceeds shall be greater than or equal to the principal balance of the relevant Collateral Obligation which is the subject of the Discretionary Sale.

For purposes of determining the percentage of Collateral Obligations sold during any such period, the amount of any Collateral Obligations sold shall 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 [45] Business Days of such sale (determined based upon the date of any relevant trade confirmation or commitment letter) 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).

(g) The Portfolio Manager will use commercially reasonable efforts to sell each Equity Security or Collateral Obligation that constitutes Margin Stock not later than [45] Business Days after the later of (x) the date of the Issuer's acquisition thereof and (y) the date such Equity Security or Collateral Obligation became Margin Stock, unless, in each case, such sale is prohibited by applicable law, in which case such Equity Security shall be sold as soon as such sale is permitted by applicable law; *provided* that if such Equity Security is a Workout Security, this paragraph shall not apply thereto.

The Portfolio Manager, on behalf of the Issuer, (i) may, on the Closing Date or at the time of purchase (or receipt), designate certain Collateral Obligations as Subordinated Note Collateral Obligations; *provided* that the amount of Collateral Obligations so designated (measured by the Issuer's acquisition cost (including accrued interest)) shall not exceed the Subordinated Note Reinvestment Ceiling and (ii) shall not, after the Closing Date, purchase any Subordinated Note Collateral Obligations with any funds other than funds in the Subordinated Note Principal Collection Account. If a Collateral Obligation that has not been designated as a Subordinated Note Collateral Obligation becomes Margin Stock or Margin Stock is received by the Issuer in respect of a Collateral Obligation that was not designated as a Subordinated Note Collateral Obligation (each, "**Transferable Margin Stock**"), the Portfolio Manager, on behalf of the Issuer, may direct the Trustee to (i) transfer one or more Subordinated Note Collateral Obligations having a value equal to or greater than such Transferable Margin Stock to the Secured Notes Custodial Account, and simultaneously (ii) transfer such Transferable Margin Stock to the Subordinated Note Custodial Account; *provided* that to the extent that any Transferable Margin Stock is not transferred to the Subordinated Note Custodial Account ("**Non-Transferred Margin Stock**"), such Non-Transferred Margin Stock must be sold in accordance with clause (g)(y) above. The value of each transferred Collateral Obligation shall be its Market Value.

(h) If the Assets consist exclusively of Unsalable Assets or at any time after the Reinvestment Period:

(i) at the direction and sole discretion of the Portfolio Manager, the Trustee, at the expense of the Issuer, may (A) conduct an auction of Unsalable Assets in accordance with the procedures described in clause (ii) below or (B) if the Portfolio Manager certifies to the Trustee that in its commercially reasonable judgment an auction of Unsalable Assets as described in clause (ii) below would be unduly burdensome or

significantly increase costs to the Issuer and/or the Portfolio Manager, offer to deliver (at no cost) the Unsalable Asset to the Portfolio Manager; *provided* that, if the Portfolio Manager declines such offer, the Trustee will take such action as directed by the Portfolio Manager (on behalf of the Issuer) to dispose of the Unsalable Asset, which may be by donation to a charity, abandonment or other means.

(ii) promptly after receipt of such direction, the Trustee will provide notice (in such form as is prepared by the Portfolio Manager) to the Holders (and, for so long as any Notes rated by S&P are Outstanding, S&P) of an auction, setting forth in reasonable detail a description of each Unsalable Asset and the following auction procedures:

(A) any Holder may submit a written bid to purchase one or more Unsalable Assets no later than the date specified in the auction notice (which will be at least [15] Business Days after the date of such notice);

(B) each bid must include an offer to purchase for a specified amount of cash on a proposed settlement date no later than [20] Business Days after the date of the auction notice;

(C) if no Holder submits such a bid, unless delivery in kind is not legally or commercially practicable, the Trustee will provide notice thereof to each Holder and offer to deliver (at no cost to the Holders or the Trustee) a *pro rata* portion of each unsold Unsalable Asset to the Holders of the most senior Class that provide delivery instructions to the Trustee no later than the date specified in such notice, subject to Authorized Denominations. To the extent that minimum denominations do not permit a *pro rata* distribution, the Portfolio Manager will identify and the Trustee will distribute the Unsalable Assets on a *pro rata* basis to the extent possible and the Portfolio Manager will select by lottery the Holder to whom the remaining amount will be delivered. The Trustee will use commercially reasonable efforts to effect delivery of such interests. For the avoidance of doubt, any such delivery to the Holders will not operate to reduce the principal amount of any Notes held by such Holders; and

(D) if no such Holder provides delivery instructions to the Trustee, the Trustee will promptly notify the Portfolio Manager and offer to deliver (at no cost to the Trustee) the Unsalable Asset to the Portfolio Manager. If the Portfolio Manager declines such offer, the Trustee will take such action as directed by the Portfolio Manager (on behalf of the Issuer) to dispose of the Unsalable Asset, which may be by donation to a charity, abandonment or other means.

(i) Notwithstanding anything contained in the Indenture to the contrary, the Issuer may cause any Issuer Subsidiary Asset or the Issuer's interest therein to be transferred to an Issuer Subsidiary in exchange for an interest in such Issuer Subsidiary.

Following the sale of any Credit Improved Obligation during the Reinvestment Period, the Portfolio Manager will use its reasonable efforts to purchase additional Collateral Obligations within [60] Business Days of the settlement date of such Collateral Obligation.

Investment Criteria

On any date during the Reinvestment Period, pursuant to and subject to the other requirements of the Indenture, the Portfolio Manager, on behalf of the Issuer, may, but will not be required to, direct the Trustee to invest Principal Proceeds and Interest Proceeds (solely to the extent used to pay for accrued interest on such additional Collateral Obligations). Such proceeds may be used to purchase additional Collateral Obligations so long as no Event of Default has occurred and is continuing and subject to the requirement that the Portfolio Manager reasonably believes each of the following conditions are satisfied as of the date it commits on behalf of the Issuer to make such purchase or on the date of such purchase, in each case after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to; *provided* that, prior to the Effective Date, the conditions set forth in clauses (iii) through (v) below need not be satisfied (the "**Investment Criteria**"):

(i) such obligation is a Collateral Obligation;

(ii) such obligation is not by its terms convertible into or exchangeable for Equity Securities, or attached with a warrant to purchase Equity Securities;

(iii) each Coverage Test will be satisfied, or if not satisfied, such Coverage Test will be maintained or improved;

(iv) the Reinvestment Balance Criteria will be satisfied; and

(v) 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 (*provided* that, the S&P CDO Monitor Test does not need to be satisfied, maintained or improved with respect to any additional Collateral Obligations purchased with Sale Proceeds from the sale or other disposition of a Credit Risk Obligation or Defaulted Obligation);

provided that, (x) clauses (iii) through (v) above need not be satisfied with respect to one single reinvestment if they are satisfied on an aggregate basis in connection with an Aggregated Reinvestment and (y) clauses (i) and (iii) and the Collateral Quality Test in clause (v) above need not be satisfied with respect to any Defaulted Obligation acquired in an Exchange Transaction.

With respect to the purchase of any Collateral Obligation the settlement date for which the Portfolio Manager reasonably expects will occur after the end of the Reinvestment Period, to the extent such Collateral Obligation would be purchased using Principal Proceeds consisting of scheduled distributions of principal, only that portion of such Principal Proceeds that the Portfolio Manager reasonably expects will be received prior to the end of the Reinvestment Period may be used to effect such purchase, and such Collateral Obligation will be treated as having been purchased by the Issuer prior to the end of the Reinvestment Period for purposes of the Investment Criteria.

Not later than the Business Day immediately preceding the end of the Reinvestment Period, the Portfolio Manager shall deliver to the Trustee 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 and shall certify to the Trustee that sufficient Principal Proceeds are available (including for this purpose, cash on deposit in the Principal 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.

Notwithstanding anything to the contrary herein, the acquisition of Restructured Obligations or Workout Instruments will not be required to satisfy any of the Investment Criteria.

Exchange Transactions; Permitted Uses

At any time during or after the Reinvestment Period, the Portfolio Manager in its sole discretion may direct the Issuer (or, if necessary, the Trustee) to enter into an Exchange Transaction or apply (i) the Supplemental Reserve Amount, (ii) as directed by the Portfolio Manager in its sole discretion, amounts in the Permitted Use Account, (iii) as determined by the Portfolio Manager, any amounts in respect of Management Fees waived by the Portfolio Manager in accordance with the Portfolio Management Agreement or (iv) Additional Junior Notes Proceeds to one or more Permitted Uses at the direction of the Portfolio Manager in its sole discretion.

Investment after the Reinvestment Period

After the Reinvestment Period, Eligible Post-Reinvestment Proceeds may be reinvested in additional Collateral Obligations in accordance with the requirements set forth below (the "**Post-Reinvestment Period Criteria**").

After the Reinvestment Period, so long as no Event of Default has occurred and is continuing, the Portfolio Manager may, but shall not be required to, invest Principal Proceeds (a) that are Sale Proceeds with respect to Credit Risk Obligations or (b) that are Unscheduled Principal Payments ("**Eligible Post-Reinvestment Proceeds**"), in each case, the date that is the later of (i) within 45 days or (ii) on the next Determination Date, in each case, after receipt of such Principal Proceeds; *provided* that, the Portfolio Manager may not reinvest such Principal Proceeds unless the

Portfolio Manager believes, in its commercially reasonable judgment, that after giving effect to any such reinvestment:

(A) each of the Minimum Floating Spread Test, the Weighted Average Life Test, the S&P Minimum Weighted Average Recovery Rate Test and the Weighted Average Rating Factor Test shall be satisfied or, if not satisfied, shall be maintained or improved;

(B) (1) each Overcollateralization Ratio Test will be satisfied and (2) each requirement of the Concentration Limitations will be satisfied or, if any such requirement was not satisfied immediately prior to such reinvestment, such requirement will be maintained or improved;

(C) no Restricted Trading Period is then in effect;

(D) the stated maturity of each additional Collateral Obligation acquired shall be equal to or earlier than the stated maturity of the corresponding prepaid or disposed Collateral Obligation at the time of disposition of such Collateral Obligation;

(E) unless the Effective Date Overcollateralization Test is satisfied, the Reinvestment Balance Criteria shall be satisfied;

(F) the additional Collateral Obligations purchased shall have the same or higher S&P Ratings (as compared using weighted average S&P Rating Factors) as the disposed Collateral Obligations or the S&P CDO Monitor SDR shall be maintained or improved; and

(G) each additional purchased asset is a Collateral Obligation;

provided, *further*, that the foregoing criteria need not be satisfied with respect to (i) one single reinvestment if such criteria are satisfied on an aggregate basis in connection with an Aggregated Reinvestment or (ii) any obligation acquired in an Exchange Transaction.

Other than in the case of a bankruptcy, workout or restructuring of a Collateral Obligation (including the purchase of a Workout Security) or Equity Security previously received, the Portfolio Manager on behalf of the Issuer shall not accept any Offer if the asset received pursuant thereto does not satisfy the definition of "Collateral Obligation."

Notwithstanding anything contained herein or in the Indenture to the contrary, the Issuer will have the right to effect any sale of any Pledged Obligation or purchase of any Collateral Obligation (provided that such transaction complies with the applicable requirements of the Portfolio Management Agreement (including the Tax Guidelines or, in the alternative, Tax Advice that, under the relevant facts and circumstances with respect to such transaction, the Issuer's contemplated activities will not cause 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 to be subject to U.S. federal income tax on a net basis)) (x) that has been consented to by a Supermajority of the Aggregate Outstanding Amount of each Class of Notes and (y) of which the Trustee and the Rating Agency has been notified.

Purchases of Workout Instruments

Notwithstanding any other requirement set forth in the Indenture (other than certain tax-related requirements), Principal Proceeds or Interest Proceeds may be invested in Workout Instruments; *provided* that (i) if the Workout Instrument is a debt obligation, such debt obligation is senior or *pari passu* in right of payment to the corresponding Collateral Obligation already held by the Issuer, (ii) after giving effect to such investment, the Coverage Tests will be satisfied, (iii) if Principal Proceeds are used, (a) after giving effect to such investment, the Collateral Principal Amount will be at least equal to the Reinvestment Target Par Balance and (b) for each calendar year, the aggregate amount of Principal Proceeds (other than Principal Proceeds applied to the acquisition of Superpriority New Money Debt) applied in accordance with this paragraph may not exceed [1.0]% of the Collateral Principal Amount (determined as of the first Business Day of such calendar year) and (iv) if Interest Proceeds are used, such application will not cause a deferral of interest on any Class of Secured Notes on the next succeeding Distribution Date, as determined by the Portfolio Manager in its reasonable judgment; *provided*, *further*, that, for the purposes of

clause (iii) above, (x) any Defaulted Obligation shall be deemed to have a Principal Balance equal to its S&P Collateral Value and (y) solely in the case of the purchase of a Workout Obligation, the Reinvestment Target Par Balance shall be reduced by [1.0]% of the Aggregate Ramp-Up Par Amount. Notwithstanding anything to the contrary herein, a Workout Obligation shall be treated as a Defaulted Obligation until it subsequently satisfies the definition of "Collateral Obligation". For the avoidance of doubt and notwithstanding anything herein or in the Indenture to the contrary, Workout Instruments may be sold at any time without restriction.

Certain Restrictions on Maturity Amendments

The Issuer (or the Portfolio Manager on its behalf) may not consent to a Maturity Amendment unless, after giving effect to any relevant Aggregated Reinvestment, either (a) the Weighted Average Life Test will be satisfied after giving effect to such Maturity Amendment or (b) if the Weighted Average Life Test was not satisfied prior to such Maturity Amendment, the level of compliance with the test will be maintained or improved; *provided* that clauses (a) and (b) above are not required to be satisfied if (A) either (x) such Maturity Amendment is a Credit Amendment or a Restructuring Amendment, (y) the Issuer receives the consent of a Majority of the Controlling Class to such Maturity Amendment or (z) the Portfolio Manager intends to use commercially reasonable efforts to sell the amended Collateral Obligation within [30] Business Days of the Maturity Amendment or the Restructuring Amendment becoming effective and (B) the Aggregate Principal Balance of Collateral Obligations that satisfy clauses (a) and (b) due to the application of clause (x) above (I) on an aggregate basis since the Closing Date does not exceed [15.0]% of the Aggregate Ramp-Up Par Amount and (II) does not exceed [7.5]% of the Collateral Principal Amount at any time. For the avoidance of doubt, the Issuer will not be in violation of the restrictions in this paragraph if the maturity of such Collateral Obligation is extended without meeting the requirements of this paragraph so long as the Issuer (or the Portfolio Manager on behalf of the Issuer) did not consent to such amendment. Notwithstanding the foregoing, the Issuer or the Portfolio Manager may vote for a Maturity Amendment with respect to a Collateral Obligation (A) that it has already sold (either in whole or in part) if the sale has not settled, at the direction of the buyer (*provided* that if such trade fails to settle, the Issuer will only retain such Collateral Obligation after the effective date of the amendment if the requirements set forth above are satisfied) or (B) if the Portfolio Manager or the Issuer receives notice from the trustee or agent for such Collateral Obligation that lenders or noteholders, as the case may be, that constitute the required lenders or noteholders, as the case may be, for approval of such amendment, waiver or supplement have already consented (or are expected to consent) thereto, the Issuer (or the Portfolio Manager on its behalf) may consent to such Maturity Amendment if a fee, additional interest or other consideration will be paid by the obligor only to the consenting lenders.

Additional Requirements

Any transaction effected under "*Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*" or in connection with the acquisition of additional Collateral Obligations will be conducted on an arm's length basis and, if effected with a Person Affiliated with the Portfolio Manager, will be effected in accordance with the requirements of [Section 5] of the Portfolio Management Agreement on terms no less favorable to the Issuer than would be the case if such Person were not so Affiliated.

Issuer Subsidiaries

Prior to the time that (x) the Issuer would acquire or receive an asset in connection with a workout or restructuring of a Collateral Obligation or (y) any Collateral Obligation is modified in such a manner, in each case, that could 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 otherwise subject to U.S. federal income tax on a net basis, the Issuer either will (i) sell the right to receive such asset, or the Collateral Obligation that is the subject of the workout, restructuring, or modification, or (ii) contribute the right to receive such asset, or the Collateral Obligation that is the subject of the workout, restructuring, or modification to a directly or indirectly wholly-owned special purpose vehicle that is treated as a corporation for U.S. federal income tax purposes (an "**Issuer Subsidiary**"), unless the Issuer has received Tax Advice to the effect that the acquisition, receipt, ownership, and disposition of such asset or Collateral Obligation, or that the modification of such Collateral Obligation, as the case may be, will not cause 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.

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 (which organizational documents shall comply with the Rating Agency rating criteria). Each Issuer Subsidiary will not have any employees (other than its directors, to the extent that they are employees) 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 described in the preceding paragraph that are acquired by 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 assets, net of any tax or other liabilities, to the Issuer. An Issuer Subsidiary may distribute an Issuer Subsidiary Asset to the Issuer if the Issuer has received Tax Advice to the effect that such distribution will not 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 otherwise subject to U.S. federal income tax on a net basis.

The Collection and Payment Accounts

All distributions on the Collateral Obligations and any proceeds received from the disposition of any Collateral Obligations will be remitted to one of three segregated accounts, one of which will be designated the "**Interest Collection Account**", one of which will be designated the "**Subordinated Note Principal Collection Account**," and one of which will be designated the "**Secured Notes Principal Collection Account**." All Interest Proceeds received by the Trustee after the Closing Date will be deposited in the Interest Collection Account. The Subordinated Note Principal Collection Account and the Secured Notes Principal Collection Account are referred to collectively as the "**Principal Collection Account**," and the Principal Collection Account together with the Interest Collection Account are collectively referred to as the "**Collection Account**."

Principal Proceeds in respect of Subordinated Note Collateral Obligations or Margin Stock credited to the Subordinated Note Custodial Account will be deposited in the Subordinated Note Principal Collection Account as directed by the Portfolio Manager and all other Principal Proceeds will be deposited in the Secured Notes Principal Collection Account in accordance with the Indenture.

Amounts received in the Collection Account during a Collection Period will be invested at the direction of the Portfolio Manager in Eligible Investments with stated maturities no later than the Business Day prior to the Distribution Date next succeeding the acquisition of such securities or instruments.

The Portfolio Manager on behalf of the Issuer may direct the Trustee to pay from amounts on deposit in the Interest Collection Account or the Principal Collection Account on any Business Day during any Interest Accrual Period (or any portion thereof, in the case of the first Interest Accrual Period) (i) together with amounts permitted to be used therefor in accordance with the definition of "Permitted Use", any amount required to exercise a warrant or right to acquire securities or obligations held in the Assets (excluding Workout Instruments as provided under clause (iii) below), which right was received by the Issuer in connection with the insolvency, bankruptcy, reorganization, restructuring or workout of a Collateral Obligation or the obligor thereof, (ii) together with amounts permitted to be used therefor in accordance with the definition of "Permitted Use", any amount required to exercise a right to acquire loan assets (excluding Workout Instruments as provided in clause (iii) below), which right was received by the Issuer in connection with the insolvency, bankruptcy, reorganization, restructuring or workout of a Collateral Obligation or the obligor thereof, (iii) amounts permitted to be used for the purchase of a Workout Instrument in accordance with the provisions of the Indenture described under "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria—Purchases of Workout Instruments*" or (iv) solely from amounts on deposit in the Interest Collection Account, 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 this paragraph during any Collection Period shall not exceed the Administrative Expense Cap for the related Distribution Date; *provided*, *further*, that (A) if Principal Proceeds would be used to exercise any such warrant or right to acquire securities or obligations or loan assets pursuant to clauses (i) or (ii) above, as determined by the Portfolio Manager (w) the anticipated Sale Proceeds from the sale of the Equity Security or loan asset received in connection with the exercise of such warrant or right will at least equal the amount of Principal Proceeds used to exercise such warrant or right, (x) the aggregate amount of Principal

Proceeds used for such purposes pursuant to clauses (i) and (ii) since the Closing Date shall not exceed [3.0]% of the Aggregate Ramp-Up Par Amount, (y) each of the Coverage Tests shall be satisfied after giving effect to such application of Principal Proceeds and (z) after application of such Principal Proceeds, the sum of (I) the Collateral Principal Amount and (II) for each Defaulted Obligation owned by the Issuer for less than three years, the S&P Collateral Value thereof will be greater than or equal to the Reinvestment Target Par Balance; and (B) if Interest Proceeds would be used to exercise any such warrant or right to acquire securities or obligations or loan assets pursuant to clauses (i) or (ii) above, (x) such application will not cause a deferral of interest on any Class of Secured Notes on the next succeeding Distribution Date, as determined by the Portfolio Manager in its reasonable judgment and (y) each of the Coverage Tests shall be satisfied after giving effect to such application of Interest Proceeds. In addition, the Portfolio Manager on behalf of the Issuer may direct the Trustee to transfer from amounts on deposit in the Interest Collection Account to the Principal Collection Account, amounts necessary for application as described under "*Use of Proceeds—Ramp-Up Period*." In addition, the Portfolio Manager on behalf of the Issuer may direct the Trustee to withdraw funds on deposit in the Principal Collection Account representing Principal Proceeds and deposit such funds in the Revolver Funding Account to meet funding requirements with respect to Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations. Principal Proceeds will be withdrawn from the Subordinated Note Principal Collection Account pursuant to this paragraph only if the Collateral Obligation with respect to which the warrant was received by the Issuer was a Subordinated Note Collateral Obligation.

Subject to the Interest Transfer Restriction, no later than the [second] Determination Date, the Portfolio Manager may direct the Trustee to transfer an amount from the Principal Collection Account on any Business Day to the Interest Collection Account as Interest Proceeds as designated by the Portfolio Manager in its sole discretion.

On the Business Day preceding each Distribution Date, the Trustee will deposit into a segregated account (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 or the Post-Reinvestment Period Criteria (as applicable) described herein, which 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 or distributions of amounts, fees and expenses in accordance with the Priority of Distributions.

The Ramp-Up Account

The net proceeds of the issuance of the Notes remaining after payment of amounts owing under the warehousing facility described under "*Risk Factors—Relating to the Assets—A substantial portion of the initial portfolio Collateral Obligations was acquired prior to the Closing Date*," and payment of fees and expenses (and, without duplication, making deposits into the Expense Reserve Account and the Reserve Account, if any) will be deposited on the Closing Date into one of three segregated non-interest bearing accounts, which shall be designated as the "**Ramp-Up Interest Account**," the "**Subordinated Note Ramp-Up Account**" and the "**Secured Notes Ramp-Up Account**" (collectively, the "**Ramp-Up Account**"). On the Closing Date, net proceeds of Subordinated Notes will be deposited in the Subordinated Note Ramp-Up Account, and net proceeds of the Secured Notes will be deposited in the Secured Notes Ramp-Up Account and the Ramp-Up Interest Account (in each case, as directed by the Issuer or the Portfolio Manager on its behalf). On behalf of the Issuer, the Portfolio Manager will direct the Trustee to, from time to time during the Ramp-Up Period (and, to the extent necessary to secure Effective Date Ratings Confirmation (See "*Use of Proceeds—Ramp-Up Period*"), after the Ramp-Up Period), purchase additional Collateral Obligations and invest in Eligible Investments any amounts not used to purchase such additional Collateral Obligations and apply amounts held in the Ramp-Up Account in accordance with the Indenture. Upon the occurrence of an Event of Default, the Trustee will deposit any remaining amounts in the Ramp-Up Account (excluding any proceeds that are required to settle binding commitments entered into prior to the date of that occurrence) into the Collection Account as Principal Proceeds.

Subject to the Interest Transfer Restriction, no later than the [second] Determination Date, any amounts remaining in the Ramp-Up Account (excluding any proceeds that are required to settle binding commitments entered into prior to the date of transfer) will be transferred by the Trustee at the direction of the Portfolio Manager into the Collection Account as Interest Proceeds or Principal Proceeds as designated by the Portfolio Manager in its sole discretion.

Any income earned on amounts deposited in the Ramp-Up Account will be deposited in the Collection Account as Interest Proceeds.

The Custodial Account

The Trustee will, on or prior to the Closing Date, establish a segregated non-interest bearing account (the "**Custodial Account**"), which shall be held by the Custodian in accordance with the Securities Account Control Agreement. The Custodial Account will be comprised of the "**Subordinated Note Custodial Account**," to which Subordinated Note Collateral Obligations and Transferable Margin Stock will be credited (at the direction of the Portfolio Manager) and the "**Secured Notes Custodial Account**," to which all other Collateral Obligations, Equity Securities, Restructured Obligations, Workout Instruments, Non-Transferred Margin Stock and equity interests in Issuer Subsidiaries will be credited. The only permitted withdrawals from the Custodial Account shall be in accordance with the provisions of the Indenture. Amounts in the Custodial Account shall remain uninvested. 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 Distributions.

The Revolver Funding Account

Upon the purchase of any Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation, funds in the amounts described below will be withdrawn from the Ramp-Up Account or from the Collection Account (as directed by the Portfolio Manager) and deposited in two segregated accounts (collectively, the "**Revolver Funding Account**"). The Revolver Funding Account is comprised of the "**Subordinated Note Revolver Funding Account**" to which reserves related to Subordinated Note Collateral Obligations that are Delayed Drawdown Collateral Obligations, Revolving Collateral Obligations or Unfunded Workout Obligations are deposited and the "**Secured Notes Revolver Funding Account**" to which all other reserves with respect to Delayed Drawdown Collateral Obligations, Revolving Collateral Obligations and Unfunded Workout Obligations are deposited (as directed by the Portfolio Manager). Upon initial purchase, funds deposited in the Revolver Funding Account in respect of any Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation will be treated as part of the purchase price therefor. Amounts on deposit in the Revolver Funding Account will be invested in overnight funds that are Eligible Investments selected by the Portfolio Manager and earnings from all such investments will be deposited in the Interest Collection Account as Interest Proceeds.

With respect to any Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation, upon the notification from the Portfolio Manager of the purchase of any Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation, the Trustee will deposit funds in the Revolver Funding Account as directed by the Portfolio Manager such that the sum of the amount of funds on deposit in the Revolver Funding Account will be equal to or greater than the sum of the unfunded funding obligations under all Delayed Drawdown Collateral Obligations, Revolving Collateral Obligations and Unfunded Workout Obligations then included in the Assets. In addition, the Trustee will deposit funds in the Revolver Funding Account upon the receipt by the Issuer of any Principal Proceeds with respect to a Revolving Collateral Obligation as directed by the Portfolio Manager on behalf of the Issuer.

Any funds in the Revolver Funding Account (other than earnings from Eligible Investments therein) will be available solely to cover any drawdowns on the Delayed Drawdown Collateral Obligations, Revolving Collateral Obligations and Unfunded Workout Obligations at the direction of the Portfolio Manager. Upon (a) the sale or maturity of a Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation or (b) the occurrence of an event of default with respect to any such Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation or any other event or circumstance which results in the irrevocable reduction of the undrawn commitments under such Delayed Drawdown Collateral Obligation, Revolving Collateral Obligation or Unfunded Workout Obligation (the occurrence of which the Portfolio Manager will notify the Trustee) any excess of (A) the amounts on deposit in the Revolver Funding Account over (B) the sum of the unfunded amounts of all Delayed Drawdown Collateral Obligations, Revolving Collateral Obligations and Unfunded Workout Obligations included in the Assets will be transferred by the Trustee (at the direction of the Portfolio Manager) as Principal Proceeds to the Principal Collection Account.

The Hedge Counterparty Collateral Accounts

If and to the extent that any Hedge Agreement requires the Hedge Counterparty to post collateral with respect to such Hedge Agreement, the Issuer will (at the direction of the Portfolio Manager), on or prior to the date such Hedge Agreement is entered into, direct the Trustee to establish a segregated account which will be designated as a Hedge Counterparty Collateral Account (each such account, a "**Hedge Counterparty Collateral Account**"). The Trustee (as directed by the Portfolio Manager on behalf of the Issuer) will deposit into each Hedge Counterparty Collateral Account all collateral required to be posted by a Hedge Counterparty and all other funds and property required by the terms of any Hedge Agreement to be deposited into the Hedge Counterparty Collateral Account, in accordance with the terms of the related Hedge Agreement. The only permitted withdrawals from or application of funds or property on deposit in the Hedge Counterparty Collateral Account will be in accordance with the written instructions of the Portfolio Manager.

The Expense Reserve Account

The Trustee will, on or prior to the Closing Date, establish a segregated account which will be designated as the "**Expense Reserve Account**." On the Closing Date, the Issuer will direct the Trustee to deposit from proceeds of the sale of the Notes to the Expense Reserve Account an amount to be determined on the Closing Date. The Trustee will apply funds from the Expense Reserve Account, in the amounts and as directed by the Portfolio Manager, to pay (x) amounts due in respect of actions taken no later than the Closing Date and (y) subject to the Administrative Expense Cap, Administrative Expenses in the order of priority contained in the definition thereof. Any income earned on amounts on deposit in the Expense Reserve Account will be deposited in the Interest Collection Account as Interest Proceeds as it is paid. By the Interest Coverage Tests Effective Date, all funds in the Expense Reserve Account (after deducting any expenses paid on such Determination Date) will be deposited in the Collection Account as Interest Proceeds and/or Principal Proceeds (in the respective amounts directed by the Portfolio Manager in its sole discretion).

The Ongoing Expense Smoothing Account

The Trustee will, on or prior to the Closing Date, establish a segregated account which will be designated as the "**Ongoing Expense Smoothing Account**." The Trustee will transfer funds to the Ongoing Expense Smoothing Account, in the amounts and as directed by the Portfolio Manager, on each Distribution Date pursuant to the Priority of Interest Proceeds. The Trustee will apply funds from the Ongoing Expense Smoothing Account, in the amounts and as directed by the Portfolio Manager, (x) to pay Administrative Expenses in the order of priority contained in the definition thereof on or between Distribution Dates (without regard to the Administrative Expense Cap) and/or (y) for transfer to the Interest Collection Account for application as Interest Proceeds in accordance with the Indenture. Any income earned on amounts on deposit in the Ongoing Expense Smoothing Account will be deposited in the Interest Collection Account as Interest Proceeds as it is paid.

The Reserve Account

The Trustee will, on or prior to the Closing Date, establish a segregated account which will be designated as the "**Reserve Account**." On any date prior to the Determination Date relating to the [second] Distribution Date, the Issuer, at the direction of the Portfolio Manager, may direct that all or any portion of funds in the Reserve Account be deposited in the Collection Account as Interest Proceeds and/or Principal Proceeds (in the respective amounts directed by the Portfolio Manager in its sole discretion) as long as, after giving effect to such deposits, the Portfolio Manager determines that the Issuer will have sufficient funds in the Collection Account to pay any amounts on the Secured Notes (and all amounts senior in right of payment thereto) pursuant to the Priority of Interest Proceeds on the second Distribution Date. Any income earned on amounts deposited in the Reserve Account will be deposited in the Interest Collection Account as Interest Proceeds as it is paid.

The Permitted Use Account

The Trustee will, on or prior to the Closing Date, establish a segregated account which will be designated as the "**Permitted Use Account**." Contributions shall be received into the Permitted Use Account and applied by the Portfolio Manager on behalf of the Issuer to a Permitted Use as directed by the Contributor at the time such

Contribution is made (or, if no direction is given by the Contributor, at the Portfolio Manager's discretion). Any income earned on amounts deposited in the Permitted Use Account shall be deposited in the Collection Account as Interest Proceeds. The Issuer may purchase Restructured Obligations, Collateral Obligations or Workout Instruments using amounts on deposit in the Permitted Use Account.

In addition, on each Distribution Date during or after the Reinvestment Period, at the direction of the Portfolio Manager, the amount available for such purpose under clause (T) of the Priority of Interest Proceeds (if any) will be deposited by the Trustee into the Permitted Use Account (such amount, the "**Supplemental Reserve Amount**") and applied by the Issuer to a Permitted Use at the direction of the Portfolio Manager in its sole discretion.

In addition, (x) the proceeds of any issuance of additional Subordinated Notes and/or any additional Junior Mezzanine Notes, may, in the sole discretion of the Portfolio Manager with the consent of a Majority of the Subordinated Notes, be deposited in the Permitted Use Account to be applied to a Permitted Use and (y) any amounts in respect of Management Fees waived by the Portfolio Manager in its sole discretion in accordance with the Portfolio Management Agreement may be deposited in the Permitted Use Account to be applied to a Permitted Use, in each case at the direction of the Portfolio Manager.

Account Requirements

All accounts of the Issuer are required under the Indenture to remain at all times in (a) a federal or state chartered depository institution that has a long-term issuer credit rating of at least "A" and a short-term issuer credit rating of at least "A-1" by S&P (or a long-term issuer credit rating of at least "A+" or higher by S&P if such institution has no short-term issuer credit rating), and if such institution's rating falls below the foregoing ratings, the Issuer will use commercially reasonable efforts to move the assets held in such account within 30 calendar days to another institution that satisfies such rating requirements or (b) segregated trust accounts with the corporate trust department of a federal or state chartered deposit institution that (x) satisfies the ratings in clause (a) above and (y) is rated at least "BBB" by S&P and subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b), and if such institution's rating falls below the foregoing rating requirements, the Issuer shall use commercially reasonable efforts to move the assets held in such account within 30 calendar days to another institution that satisfies the foregoing rating requirements. In addition, any such institution holding such accounts must have combined capital and surplus of at least $200,000,000. Each account (including any subaccount) shall be a securities account established with U.S. Bank National Association in the name of "Elmwood CLO 20 Ltd., subject to the lien of U.S. Bank Trust Company, National Association, as Trustee" and shall be maintained by the Issuer with the Custodian in accordance with the Securities Account Control Agreement.

Hedge Agreements

The Issuer may enter into Hedge Agreements negotiated by the Portfolio Manager from time to time on and after the Closing Date. The Issuer (or the Portfolio Manager on behalf of the Issuer) will not enter into any Hedge Agreement unless the S&P Rating Condition has been satisfied with respect thereto. Each Hedge Counterparty will be required to have, at the time that any Hedge Agreement to which it is a party is entered into, the Required Hedge Counterparty Ratings unless the S&P Rating Condition is satisfied or credit support is provided as set forth in the Hedge Agreement. Any Hedge Agreement will be required to contain appropriate limited recourse and non-petition provisions equivalent to those contained in the Indenture with respect to the Notes. Payments on Hedge Agreements will be subject to the Priority of Distributions. The Issuer will not be permitted to enter into any Hedge Agreement unless it obtains a written opinion of Allen & Overy LLP or Milbank LLP or a written opinion of counsel of other nationally recognized counsel experienced in such matters that either (i) the Issuer entering into such Hedge Agreement will not cause it to be considered a "commodity pool" as defined in Section la(10) of the Commodity Exchange Act, as amended, or (ii) if the Issuer would be a commodity pool, (1) the Portfolio Manager and no other party would be the commodity pool operator and commodity trading adviser of the Issuer, and (2) with respect to the Issuer as a commodity pool, the Portfolio Manager is eligible for an exemption from registration as a commodity pool operator and commodity trading adviser and all conditions precedent to obtaining such an exemption have been satisfied.

The Issuer does not expect to enter into any Hedge Agreements on the Closing Date.

USE OF PROCEEDS

General

The net proceeds from the issuance of the Notes, after (i) payment of applicable fees and expenses in connection with the structuring and sale of the Notes (including, without limitation, payment of certain fees to the Placement Agent and making a deposit into the Expense Reserve Account (to pay expenses following the Closing Date)) and (ii) making a deposit to the Reserve Account in an amount approximately equal to U.S.$[●], are expected to be at least U.S.$[●]. Such amount will be used on the Closing Date to pay amounts owing under the Warehouse Agreement as described under "*Risk Factors—Relating to the Assets—A substantial portion of the initial portfolio of Collateral Obligations was acquired prior to the Closing Date*," to make a deposit to the Revolver Funding Account of an amount equal to any unfunded funding obligations under Delayed Drawdown Collateral Obligations or Revolving Collateral Obligations acquired by the Issuer on or prior to the Closing Date and to make a deposit of any remaining amounts into the Ramp-Up Account for the purchase of additional Collateral Obligations during the Ramp-Up Period.

Ramp-Up Period

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 U.S.$[●]. The Issuer will use its commercially reasonable efforts to have purchased or to have entered into binding agreements to purchase Collateral Obligations in an amount sufficient to satisfy the Aggregate Ramp-Up Par Condition by the Effective Date.

If, by the Determination Date relating to the [second] Distribution Date, Effective Date Ratings Confirmation has not been obtained, the Portfolio Manager, on behalf of the Issuer, will instruct the Trustee in writing to transfer amounts from the Interest Collection Account and/or the Ramp-Up Account to the Principal Collection Account (and with such funds the Issuer will purchase additional Collateral Obligations) in an amount sufficient to obtain Effective Date Ratings Confirmation (*provided* that, the amount of such transfer would not result in a delay or failure in payment of interest with respect to any Class A Notes or Class B Notes) or the Portfolio Manager on behalf of the Issuer may take such other action, including but not limited to, a Special Redemption and/or transferring amounts from the Interest Collection Account or the Ramp-Up Account to the Principal Collection Account as Principal Proceeds (for use in a Special Redemption), sufficient to obtain Effective Date Ratings Confirmation.

It is expected, but there can be no assurance, that (i) the Overcollateralization Ratio Test applicable to each Class of Secured Notes, the Reinvestment Overcollateralization Test, the Concentration Limitations and the Collateral Quality Test described herein will be satisfied not later than the Effective Date and (ii) the Interest Coverage Test applicable to each Class of Secured Notes described herein will be satisfied as of any date of determination on or after the Interest Coverage Tests Effective Date.

THE PORTFOLIO MANAGER

General

Elmwood Asset Management LLC ("**Elmwood**" or the "**Portfolio Manager**") is a privately-owned Delaware limited liability company with offices at 40 West 57th Street, Suite 1800, New York, New York 10019. Elmwood is a registered investment adviser under the Investment Advisers Act. The Issuer acknowledges receipt of Elmwood's Form ADV Part 2A (or any successor form thereto), as required by the Investment Advisers Act, prior to the date of the execution of the Portfolio Management Agreement. Elmwood is not registered as a "commodity pool operator" or "commodity trading advisor" with the CFTC.

Elmwood offers investment advisory services primarily focused on credit and value-oriented investments to loan accumulation facilities and CLOs which are private funds and pooled investment vehicles. Elmwood employs an investment approach focused on fundamental credit analysis supported by relative value analysis within an active portfolio management framework. Elmwood's fundamental credit analysis on individual investment opportunities includes, but is not limited to, an evaluation of historical performance, industry dynamics using a Porters Five Forces Framework, asset coverage, projected cash flows, capital structure, underlying market liquidity, quality of underlying collateral, structural protections such as covenants and relative value within an obligor's capital structure or the broader market. Elmwood screens for potential investment opportunities utilizing information provided by obligors, investment banks, market participants as well as contracted service providers and expert networks. As part of the research process Elmwood may engage third-party firms to assist with legal, valuation, tax, accounting and other diligence. In implementing its investment strategy and as consistent with underlying client documentation Elmwood considers investments in bank loans, subordinate and unsecured debt obligations, revolvers and bridge loan facilities. Elmwood participates in the primary and secondary markets of the above listed investments through its network of underwriting banks and sales and trading desks at sell side counterparties.

Elmwood intends to devote so much of its time and effort to the affairs of the Issuer as may, in its judgment, be necessary to accomplish the purposes of the Issuer. However, it should be noted that Elmwood (or its members, affiliates or employees) may conduct any other business including any business within the securities industry whether or not such business is in competition with the Issuer. See "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Portfolio Manager and its related entities*".

Elmwood Management

Adrian Marshall – ***Chief Executive Officer and Co-Chief Investment Officer***

Mr. Marshall is the Chief Executive Officer and Co-Chief Investment Officer at Elmwood. Prior to joining Elmwood, Mr. Marshall spent 19 years at BlackRock where he was co-head of BlackRock's U.S.-managed CLO business and the lead portfolio manager for U.S. leveraged loan mandates, with responsibility for managing over $18 billion in assets held across CLO, retail and separate account investment vehicles. Earlier in his career at BlackRock, he was a fixed income portfolio manager with a focus on investment grade bonds and institutional mandates for taxable clients and also worked in the account management group in client-facing, business development roles in New York and Tokyo. Mr. Marshall is a former board member of the LSTA and graduated from Williams College in 1999 with a B.A. in Political Science.

Brian McNamara – ***President and Co-Chief Investment Officer***

Mr. McNamara is the President and Co-Chief Investment Officer at Elmwood. From 2009 to 2017, Mr. McNamara was a portfolio manager at GoldenTree Asset Management. In this role, he covered the healthcare industry across GoldenTree's strategies and also focused on managing GoldenTree's CLO portfolios with approximately $6 billion in assets. Prior to GoldenTree, Mr. McNamara spent five years at Credit Suisse, where he was a Vice President and held positions in the Investment Banking department and the Distressed Loan Trading group. Earlier in his career, Mr. McNamara was an investment banker at SG Cowen Securities, where he focused on the healthcare sector. Mr. McNamara graduated from the College of Holy Cross in 1999 with a B.A. in Economics.

Katharine Dailey – ***Chief Operating Officer***

Ms. Dailey is the Chief Operating Officer and interim Chief Compliance Officer at Elmwood. Previously, Ms. Dailey was the Director of Operations and Compliance Officer at American Industrial Partners, a middle-market private equity firm, where she was responsible for the buildout and ongoing operations of the credit strategy as well as regulatory and firm compliance. Prior to American Industrial Partners, Ms. Dailey was the Vice President of Fund Operations at Monarch Alternative Capital LP, a global investment firm focused on opportunistic and distressed credit, where she was responsible for the daily operations, settlements, reconciliations and reporting. Prior to Monarch, Ms. Dailey was a Financial / Operations Analyst at Perella Weinberg Partners, a global financial services firm. Ms. Dailey earned a B.A. in Communications and History from Loyola University Maryland in 2006 and earned a M.S. in Investor Relations from Fordham University in 2014.

Michael Holland, CFA – ***General Counsel and Chief Compliance Officer***

Previously, Mr. Holland served as the Chief Compliance Officer and Associate General Counsel of Tilden Park Capital Management LP, a multi-strategy alternative investment firm. (2015-2022).

Prior to Tilden Park, Mr. Holland served as Senior Counsel in the U.S. Securities and Exchange Commission's Division of Enforcement. As a member of the SEC's Market Abuse Unit, his work focused mostly on insider trading, market manipulation, and market structure enforcement actions, and he received the Arthur F. Matthews Award for outstanding service to investors. His government service also included one year as a Special Assistant United States Attorney at the U.S. Attorney's Office for the Southern District of New York, assigned to that office's Securities and Commodities Task Force. (2010-2015).

Prior to the SEC, Mr. Holland was an associate at two law firms, Skadden, Arps, Slate, Meagher & Flom LLP and Clifford Chance US LLP, where his work focused mostly on criminal defense and civil litigation. (2004-2010).

Mr. Holland graduated from Williams College in Williamstown, MA in 1999 with a B.A. in History and earned a J.D. from Georgetown University Law Center in 2004.

Lin Chang, CFA - ***Head of CLO Structuring and Structured Products Specialist***

Previously, Ms. Chang served as the Senior CLO Structurer at RBC Capital Markets ("**RBCCM**"), where she was the lead deal captain responsible for document negotiation with investors, portfolio managers, and rating agencies, in addition to overseeing all new CLO modeling & structuring.

Prior to RBCCM, Ms. Chang was a Structured Product Specialist at GoldenTree Loan Management ("**GLM**"), a CMV affiliate of GoldenTree Asset Management. At GLM, Ms. Chang worked closely with arranging banks on new CLO transactions, structuring and document review, and responses to investor requests. Additionally, Ms. Chang was the lead modeler on the CMV. Prior to GLM, Ms. Chang was an Associate at UBS, where she was the lead quantitative modeler at the CLO structuring group. Prior to UBS, Ms. Chang worked at the Lehman Bankruptcy Estate. Ms. Chang started her career as an analyst at Deutsche Bank's CLO Group.

Ms. Chang holds a B.S. in Business Administration from Georgetown University, where she majored in Finance and International Business.

THE PORTFOLIO MANAGEMENT AGREEMENT

General

The Portfolio Manager will agree to perform certain investment management functions for the Issuer, including, without limitation, supervising and directing the investment and reinvestment of the Collateral Obligations and Eligible Investments, and performing certain administrative and advisory functions on behalf of the Issuer in accordance with the applicable provisions of the Portfolio Management Agreement, the Collateral Administration Agreement and the Indenture (which functions may be handled by a standing order). Under the Portfolio Management Agreement, the Portfolio Manager will agree, and will be authorized, to, among other things, (i) select the Collateral Obligations, Eligible Investments and other Assets to be acquired, sold, terminated, tendered or otherwise disposed of by the Issuer or any Issuer Subsidiary, (ii) invest and reinvest the Assets; *provided* that, investments and reinvestments in Collateral Obligations are subject to certain conditions (see "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*"), (iii) instruct the Trustee with respect to any acquisition, disposition or tender of a Collateral Obligation, Equity Security, Eligible Investment, Restructured Obligation, Workout Instrument, Issuer Subsidiary Asset or other assets received in respect thereof in the open market or otherwise by the Issuer, (iv) advise the Issuer with respect to entering into and administering Hedge Agreements, including whether and when the Issuer should exercise any rights available thereunder, (v) apply or designate (as applicable) any amount or Contribution to any Permitted Use in accordance with the Indenture and (vi) perform all other tasks that the Indenture, the Collateral Administration Agreement or the Portfolio Management Agreement specify be taken by the Portfolio Manager; *provided* that, the Portfolio Manager may, in its sole discretion, take any other action not inconsistent with an action that such agreements specify be taken by the Portfolio Manager. Neither the Placement Agent nor any of its Affiliates will select any of the Collateral Obligations.

Liability of the Portfolio Manager

The Portfolio Manager will agree to comply with all the terms and conditions of the Indenture expressly made applicable to the Portfolio Manager (as specified therein) affecting the duties and functions that have been delegated to it thereunder and under the Portfolio Management Agreement and, except as otherwise permitted or specified under the Portfolio Management Agreement will agree to perform its duties and functions thereunder and under the Indenture with reasonable care and in good faith, using a degree of skill and attention no less than that which the Portfolio Manager exercises with respect to comparable assets that it may manage for itself and its other clients having similar investment objectives and restrictions, and in accordance with the Portfolio Manager's Internal Policies relating to investing in assets of the nature and character of the Assets; *provided* that, in no event shall the Portfolio Manager be (i) liable for any loss or damages resulting from any failure to satisfy the foregoing standard of care except to the extent such failure is determined pursuant to a final adjudication by a court of competent jurisdiction to have been incurred as a result of a Portfolio Manager Breach, (ii) liable or responsible for the performance of the Assets, except to the extent of a Portfolio Manager Breach, (iii) obligated to perform any duties other than as specified in the Transaction Documents to which it is a party, (iv) subject to implicit obligations of any kind or (v) obligated to pursue any particular investment strategy or opportunity with respect to the Assets. To the extent not inconsistent with the foregoing, the Portfolio Manager will follow its Internal Policies (as defined below) in performing its duties under the Portfolio Management Agreement and the Indenture.

None of the Portfolio Manager, its Affiliates nor their respective Related Entities (each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") assumes any responsibility under the Portfolio Management Agreement other than that the Portfolio Manager agrees to render the services required to be performed by it thereunder and under the Indenture. None of the Indemnified Parties shall be responsible for (A) any action or inaction of the Issuer or the Trustee in declining to follow any advice, recommendation or direction of the Portfolio Manager or (B) any action or inaction of the Portfolio Manager at the express direction of the Issuer, the Trustee or any other Person entitled under the Indenture to give directions to the Portfolio Manager. The judgment of the Portfolio Manager shall not be called into question as a result of subsequent events. The Indemnified Parties shall not be liable to the Issuer, the Co-Issuer, the Trustee, any Holder or beneficial owner of Notes, the Placement Agent, any of their respective Affiliates or any other Persons for any act, omission, error of judgment, mistake of law (including trade errors), or for any claim, loss, liability, damage, judgments, assessments, settlement, cost, or other expense (including attorneys' fees and expenses and court costs) arising out of any investment, or for any other act

or omission in the performance of the Portfolio Manager's obligations under or in connection with the Portfolio Management Agreement or the terms of any other Transaction Document applicable to the Portfolio Manager, incurred as a result of actions taken or recommended or for any omissions of the Portfolio Manager, or for any decrease in the value of the Assets, except for liability to which the Portfolio Manager would be subject by reason of (i) acts or omissions constituting bad faith, willful misconduct or gross negligence in the performance of, or reckless disregard with respect to, its duties under the Portfolio Management Agreement and under the express terms of the Indenture applicable to the Portfolio Manager or (ii) the Portfolio Manager Information (as of its date) containing any untrue statement of a material fact or omitting 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 preceding clauses (i) and (ii) collectively referred to as "**Portfolio Manager Breaches**"). The Portfolio Manager shall not be liable for any consequential, punitive, exemplary or treble damages or lost profits under the Portfolio Management Agreement or under the Indenture regardless of whether such losses or damages are foreseeable and regardless of the form of action. The Portfolio Manager will be entitled to indemnification by the Issuer under the circumstances described in the second succeeding paragraph and in the Portfolio Management Agreement.

Subject to the terms of the Collateral Administration Agreement, the Portfolio Manager will agree to monitor the Assets on behalf of the Issuer on an ongoing basis and will further agree to provide or cause to be provided to the Issuer all reports, schedules, and other data with respect to the Collateral as is reasonably available to the Portfolio Manager and as may be reasonably required in connection with the Issuer's obligations under the Indenture, in such forms and containing such information required thereby, in reasonably sufficient time for such required reports, schedules and data to be reviewed and delivered by or on behalf of the Issuer to the parties entitled thereto under the Indenture. Pursuant to the terms of the Collateral Administration Agreement, the Collateral Administrator shall provide certain reports, schedules and calculations to the Portfolio Manager regarding the Collateral Obligations. Notwithstanding the foregoing, the obligation of the Portfolio Manager to furnish such information is subject to (i) the standard of care set forth in the Portfolio Management Agreement, (ii) the Portfolio Manager's timely receipt of necessary reports and the appropriate information from the Person responsible for the delivery of or preparation of such reports and such information (including without limitation, the obligors of the Collateral Obligations, the Rating Agency, the Trustee and the Collateral Administrator) and (iii) any confidentiality restrictions with respect thereto.

The Issuer shall indemnify and hold harmless the Indemnified Parties from and against any and all losses, claims, damages, judgments, assessments, costs or other liabilities (collectively, "**Losses**") and will promptly reimburse each such Indemnified Party for all reasonable fees and expenses incurred by an Indemnified Party with respect thereto (including fees and expenses of counsel and costs of collection) (collectively, "**Expenses**") arising out of or in connection with the issuance or incurrence, as applicable, of the Notes (including, without limitation, any untrue statement of material fact or alleged untrue statement of material fact contained in this Offering Circular, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading), the transactions contemplated by this Offering Circular, the Indenture or the Portfolio Management Agreement and any acts or omissions of any such Indemnified Party; *provided* that, no such Indemnified Party shall be indemnified for any Losses or Expenses determined in a final adjudication by a court of competent jurisdiction to have been incurred as a result of a Portfolio Manager Breach. Notwithstanding anything contained in the Portfolio Management Agreement to the contrary, the obligations of the Issuer thereunder to indemnify any Indemnified Party for any Losses or Expenses are limited recourse obligations of the Issuer payable solely out of the Assets in accordance with the Priority of Distributions set forth in the Indenture. The foregoing indemnity shall be a continuing obligation of the Issuer, its successors and assigns, notwithstanding the termination of the Portfolio Management Agreement.

The Issuer will not be entitled to indemnification by the Portfolio Manager for any Losses or Expenses other than Losses or Expenses determined in a final adjudication by a court of competent jurisdiction to have been incurred as a result of a Portfolio Manager Breach.

Assignment

Except as otherwise provided below, the Portfolio Manager will agree not to assign its rights or responsibilities under the Portfolio Management Agreement without (i) providing prior written notice to the Rating Agency and the Holders of the Controlling Class and (ii) obtaining the consent of the Issuer and the consent of a Majority of the

Subordinated Notes; *provided* that, the Portfolio Manager will not assign its rights or responsibilities under the Portfolio Management Agreement if a Majority of the Controlling Class has objected to any such assignment within 15 calendar days after receipt by the Controlling Class of the notice described in clause (i) above. The Portfolio Manager shall not be required to obtain such consents or satisfy such condition with respect to a change of control transaction that is deemed to be an assignment within the meaning of Section 202(a)(1) of the Investment Advisers Act; *provided* that, if the Portfolio Manager is a registered investment adviser under the Investment Advisers Act, the Portfolio Manager shall obtain the consent of the Issuer, in a manner consistent with SEC staff interpretations of Section 205(a)(2) of the Investment Advisers Act, to any such transaction.

The Portfolio Manager may, without obtaining the consent of any Holder or beneficial owner of any Notes and, so long as such assignment does not constitute an "assignment" for purposes of Section 205(a)(2) of the Investment Advisers Act during such time as the Portfolio Manager is a registered investment adviser under the Investment Advisers Act, without obtaining the prior consent of the Issuer, (i) assign all or any of its rights or obligations under the Portfolio Management Agreement to an Affiliate of the Portfolio Manager; *provided* that, such Affiliate satisfies the Successor Criteria or (ii) enter into (or have its parent enter into) any consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of its assets to, another entity (including, for the avoidance of doubt, a transfer of (by assignment or otherwise) all or substantially all of the Portfolio Manager's outstanding portfolio management contracts (including the Portfolio Management Agreement)) so long as (1) at the time of such consolidation, merger, amalgamation or transfer the resulting, surviving or transferee entity assumes all the obligations of the Portfolio Manager under the Portfolio Management Agreement generally (whether by operation of law or by contract) and the other entity is solely a continuation of the Portfolio Manager in another corporate or similar form and has substantially the same personnel and (2) such action does not cause 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, state or local income tax on a net basis. The consent of the Issuer's board of directors shall constitute consent to any transaction considered to be an assignment under the Investment Advisers Act that does not require consent of Holders as described above. Notwithstanding the foregoing, without the consent of or confirmation by any Person, the Portfolio Manager may assign all or any of its rights or obligations under the Portfolio Management Agreement to an Affiliate which is registered as an investment adviser under the Investment Advisers Act if (x) such Affiliate satisfies the Successor Criteria, (y) such Affiliate employs substantially the same portfolio managers having primary responsibility for the management of the Collateral Obligations and Eligible Investments as the assigning Portfolio Manager and (z) the assigning Portfolio Manager is not released from liability with respect to the performance of certain of its obligations as set forth in the Portfolio Management Agreement for the period in which it served as Portfolio Manager; *provided*, *further*, that the Portfolio Manager shall deliver to the Rating Agency prior notice of any assignment made pursuant to this sentence.

The Portfolio Manager may delegate to an agent selected by it with reasonable care any or all of the duties assigned to the Portfolio Manager under the Portfolio Management Agreement; *provided* that, no such delegation by the Portfolio Manager shall (i) relieve the Portfolio Manager of any of its duties under the Portfolio Management Agreement or (ii) be permitted if it would cause 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, state or local income tax on a net basis.

In providing services under the Portfolio Management Agreement, the Portfolio Manager may rely in good faith upon and will be fully protected and incur no liability for relying upon advice of nationally recognized counsel, accountants or other nationally recognized experts as the Portfolio Manager determines, in its reasonable discretion, is reasonably appropriate in connection with the services provided by the Portfolio Manager under the Portfolio Management Agreement. The Portfolio Manager may, without the consent of any party, employ third parties at the Issuer's expense, including, without limitation, its Affiliates and/or Related Entities, to render advice (including investment advice), to provide services to arrange for trade execution and otherwise provide assistance to the Issuer and to perform any of its duties under the Portfolio Management Agreement; *provided* that, the Portfolio Manager shall not be relieved of any of its duties under the Portfolio Management Agreement regardless of the performance of any services by third parties, including Affiliates; *provided*, *further*, that no such third party services shall cause 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, state or local income tax on a net basis.

Amendments to the Portfolio Management Agreement

No amendment to the Portfolio Management Agreement may, without the prior written consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes and notice to the Rating Agency, (i) modify the definition of the term "Cause," (ii) modify the Management Fee, including the method for calculation of any component of the Management Fee or any definition in the Portfolio Management Agreement related to the Management Fee, (iii) modify the Class or Classes or the percentage of the Aggregate Outstanding Amount of any Class that has the right to remove the Portfolio Manager, consent to any assignment of the Portfolio Management Agreement or nominate or approve any successor portfolio manager, (iv) amend, modify or otherwise change provisions of the Portfolio Management Agreement so that the Secured Notes constituting the Controlling Class would be considered to constitute "ownership interests" under the Volcker Rule or (v) modify the indemnification provisions or the standard of care set forth in the Portfolio Management Agreement; provided that, notwithstanding the foregoing, the Portfolio Management Agreement may, upon notice to the Trustee and the Rating Agency, be amended to (i) correct inconsistencies, typographical or other errors, defects or ambiguities or (ii) conform the Portfolio Management Agreement to this Offering Circular or the Indenture (including in connection with any amendment, modification or supplement thereto in accordance with the terms thereof), in each case without the consent of the Holders of any Notes. The Portfolio Management Agreement may be amended for any other purpose (if such amendment would not have a material adverse effect on the Subordinated Notes) without the consent of any Class of Notes upon notice to the Rating Agency. The Issuer shall provide the Holders with notice of any amendment to the Portfolio Management Agreement. Notwithstanding anything in the Portfolio Management Agreement to the contrary, the provisions set forth in the Tax Guidelines may be amended or supplemented (without execution of an amendment to the Portfolio Management Agreement, consent of any person or notice to any Rating Agency) by the Portfolio Manager if the Issuer and the Portfolio Manager shall have received Tax Advice to the effect that, assuming the Issuer complies with the Tax Guidelines as modified by such amended or supplemental provisions, the Issuer will not be treated as engaged in the conduct of 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 basis.

Additional Activities of the Portfolio Manager; Conflicts of Interest

It is understood that the Portfolio Manager and its Affiliates have engaged (and expect to continue to engage) in other business and have furnished (and expect to continue to furnish) investment management and advisory services to others, including Persons which have investment policies similar to those followed by the Portfolio Manager with respect to the Assets and which own securities or obligations of the same class, or which are of the same type, as the Collateral Obligations or the Eligible Investments or other securities or obligations of the obligors or issuers of the Collateral Obligations or the Eligible Investments. The Portfolio Manager and its Affiliates will be free, in its sole discretion, to make recommendations to others, or effect transactions on behalf of itself or for others, which may be the same as or different from those effected with respect to the Assets. Nothing in the Indenture and the Portfolio Management Agreement shall prevent the Portfolio Manager or any of its Affiliates, acting either as principal or agent on behalf of others, including any Related Entities, from buying or selling, or from recommending to or directing any other Related Entities to buy or sell, at any time, an obligation of the same kind or class, or an obligation of a different kind or class of the same obligor or issuer, as those directed by the Portfolio Manager to be purchased or sold on behalf of the Issuer.

It is understood that, to the extent permitted by Applicable Law, the Portfolio Manager, its Affiliates and/or Related Entities or any member of their families may have an interest in a particular transaction or in an obligation of the same kind or class, or an obligation of a different kind or class of the same issuer, as those whose purchase or sale the Portfolio Manager may direct under the Portfolio Management Agreement. In the event that, in light of market conditions and investment objectives, the Portfolio Manager determines that it would be advisable to acquire the same Collateral Obligation both for the Issuer and for the account of the Portfolio Manager or any of its Affiliates or Related Entities, the Portfolio Manager will seek to allocate the executions among the accounts in a manner it deems fair and equitable over time in accordance with its internal policies and procedures (as such policies and procedures may change from time to time in the sole discretion of the Portfolio Manager, the "**Internal Policies**") and Applicable Law. The Issuer will acknowledge and agree that, in the course of managing the Collateral Obligations held by the Issuer, the Portfolio Manager may consider its relationships with other clients and investors (including Related Entities) and its Affiliates. The Portfolio Manager may decline to make a particular investment for the Issuer in view of such relationships. Additionally, the Issuer will acknowledge that the Portfolio Manager and

its Affiliates may enter into, for their own accounts or for the accounts of others, credit default swaps, other derivatives or any other transactions or agreements that create a long or short position relating to obligors and issuers and their respective affiliates with respect to the Collateral Obligations included in the Assets. The Issuer acknowledges that Related Entities may require the Portfolio Manager or its Affiliates to apply a different valuation methodology in valuing specific investments than the valuation methodology set forth in the Transaction Documents for the Issuer. As a result of such different methodology, the estimates of value of certain investments held by other clients (including Related Entities) may differ from the value assigned to the same investments held by the Issuer under the Transaction Documents. The Portfolio Manager will not incur any liability and will be fully protected for any determinations made or other actions taken or omitted by it in good faith with respect to any determination of value made in accordance with the Transaction Documents.

The Portfolio Manager may, subject to compliance with Applicable Law and subject to the Portfolio Management Agreement and the Indenture, direct the Trustee to acquire a Collateral Obligation from, or sell a Collateral Obligation, Equity Security, Eligible Investment, Restructured Obligation, Workout Obligation or Issuer Subsidiary Asset to, the Portfolio Manager, any of its Affiliates or Related Entities for fair market value, determined in some cases at the midpoint between bid and ask quotes in accordance with the Portfolio Manager's Internal Policies; *provided* that, the Portfolio Manager shall obtain the Issuer's written consent through the Independent Review Party as provided in the Portfolio Management Agreement if any such transaction requires the consent of the Issuer under Section 206(3) of the Investment Advisers Act (an "**Affiliate Transaction**"). At the written request of the Portfolio Manager in its sole discretion, the Issuer shall establish a conflicts review board or appoint an independent third party to act on behalf of the Issuer (such board or party, an "**Independent Review Party**") to act on behalf of the Issuer with respect to Affiliate Transactions. Decisions of any Independent Review Party shall be binding on the Portfolio Manager, the Issuer and the Holders and beneficial owners of Notes. Any Independent Review Party (i) shall be (A) the Issuer's board of directors, (B) an established financial institution or other financial company with experience in assessing the merits of transactions similar to the Affiliate Transactions or (C) a review board comprised of one or more individuals selected by the Issuer (or at the request of the Issuer, selected by the Portfolio Manager), (ii) shall be required to assess the merits of the Affiliate Transaction and either grant or withhold consent to such transaction in its sole judgment and (iii) shall not be (A) Affiliated with the Portfolio Manager (other than as a holder or beneficial owner of Notes or as a passive investor in the Issuer or an Affiliate of the Issuer or any Related Entity) or (B) (other than the Issuer's board of directors), involved in the daily management and control of the Issuer. The Issuer (i) shall be responsible for any fees relating to the services provided by any Independent Review Party and shall reimburse members of any Independent Review Party for their reasonable out-of-pocket expenses and (ii) may indemnify members of such Independent Review Party to the maximum extent permitted by law, subject to terms and conditions satisfactory to the Portfolio Manager.

Compensation of the Portfolio Manager

As compensation for the performance of its obligations as Portfolio Manager, the Portfolio Manager will be entitled to receive a fee on each Distribution Date (in accordance with the Priority of Distributions), which will consist of the Base Management Fee, the Subordinated Management Fee and the Incentive Management Fee (collectively, the "**Management Fees**"). The Management Fees will be payable on each Distribution Date to the extent that Interest Proceeds and Principal Proceeds are available for such purpose in accordance with the Priority of Distributions. The Base Management Fee (the "**Base Management Fee**") is payable to the Portfolio Manager in arrears, on each Distribution Date, in an amount equal to [0.15]% *per annum* (calculated on the basis of a 360-day year and the actual number of days elapsed during the Interest Accrual Period) of the Fee Basis Amount at the beginning of the Collection Period relating to such Distribution Date; *provided* that, the Base Management Fee payable on any Distribution Date shall not include any such fee (or any portion thereof) that has been waived or deferred by the Portfolio Manager no later than the Determination Date immediately prior to such Distribution Date pursuant to the Portfolio Management Agreement. The Subordinated Management Fee (the "**Subordinated Management Fee**") is payable to the Portfolio Manager in arrears, on each Distribution Date, in an amount equal to [0.25]% *per annum* (calculated on the basis of a 360-day year and the actual number of days elapsed during the Interest Accrual Period) of the Fee Basis Amount at the beginning of the Collection Period relating to such Distribution Date; *provided* that, the Subordinated Management Fee payable on any Distribution Date shall not include any such fee (or any portion thereof) that has been waived or deferred by the Portfolio Manager no later than the Determination Date immediately prior to such Distribution Date pursuant to the Portfolio Management

Agreement. The Portfolio Manager will also be entitled to receive an Incentive Management Fee as described in the next paragraph.

On each Distribution Date, commencing on the Distribution Date on which the Incentive Management Fee Threshold (as defined below) has been satisfied, the Portfolio Manager may be paid the Incentive Management Fee (the "**Incentive Management Fee**") in an amount equal to [20.0]% of the Interest Proceeds and Principal Proceeds available for distribution to the Subordinated Notes under the Priority of Distributions. Notwithstanding the foregoing, as described more fully below, if the Portfolio Manager has resigned or has been removed as Portfolio Manager, the Incentive Management Fees that are due and payable to the former Portfolio Manager and any successor Portfolio Manager will be based upon the former Portfolio Manager's reasonable determination of each Portfolio Manager's proportional participation and engagement in providing services to the Issuer in connection with the management of the Issuer's portfolio and carrying out the duties and obligations set forth in the Portfolio Management Agreement.

"**Incentive Management Fee Threshold**" means the threshold that will be satisfied on any Distribution Date if the Subordinated Notes have received an annualized internal rate of return after the Closing Date (computed using the "XIRR" function in Microsoft® Excel or an equivalent function in another software package) of at least [12]% on the outstanding investment in the Subordinated Notes (assuming a purchase price of [●]%) as of the current Distribution Date (including any additional Subordinated Notes issued in an additional issuance after the Closing Date based on their actual purchase price), or such greater percentage threshold as the Portfolio Manager may specify in its sole discretion on or prior to the first Distribution Date following the Effective Date by written notice to the Issuer and the Trustee, after giving effect to all payments and distributions made or to be made on such Distribution Date.

For purposes of calculating the Incentive Management Fee Threshold, (i) any distribution to a Holder of a Subordinated Note that is directed by such Holder to be contributed to the Issuer as a Contribution (from Interest Proceeds or Principal Proceeds but not from cash) will be included in the calculation above as if such distribution was made to such Holder directly and (ii) any distribution to a Holder of a Subordinated Note as a return of a Contribution will not be included in the calculation above.

To the extent that any Management Fees are not paid on any Distribution Date when due, or the Portfolio Manager elects to defer all or a portion thereof and later rescinds such deferral election, the Base Management Fee and/or Subordinated Management Fee, as applicable, will be deferred and will be payable on subsequent Distribution Dates in accordance with the Priority of Distributions; *provided* that, no deferred Base Management Fee that the Portfolio Manager has elected to subsequently receive may be paid on a Distribution Date on which the payment of such deferred amount would cause the deferral or non-payment of interest on any Class of Secured Notes. Any accrued and unpaid Subordinated Management Fees that are deferred by operation of the Priority of Distributions shall accrue interest at a *per annum* rate of the Benchmark Rate *plus* [●]%, payable in accordance with the Priority of Distributions. For the avoidance of doubt, any Base Management Fees that are deferred, and any Subordinated Management Fees or Incentive Management Fees that are deferred at the election of the Portfolio Manager, shall not accrue interest.

The Portfolio Manager may, in its sole discretion (but shall not be obligated to), elect to defer or irrevocably waive all or a portion of the Management Fees, payable to the Portfolio Manager on any Distribution Date. Any such election shall be made by the Portfolio Manager delivering written notice thereof to the Issuer, the Collateral Administrator and the Trustee no later than the Determination Date immediately prior to such Distribution Date (or such later time and date to which the Collateral Administrator and the Trustee consent). Any election to defer or irrevocably waive the Management Fee may also take the form of written standing instructions to the Issuer, the Collateral Administrator and the Trustee; *provided* that, such standing instructions may be rescinded by written notice delivered to the Issuer, the Collateral Administrator and the Trustee by the Portfolio Manager at any time except during the period between a Determination Date and Distribution Date (except as may be consented to by the Collateral Administrator and the Trustee). In the event that the Portfolio Manager rescinds any election to defer any such Management Fees by delivering written notice thereof to the Issuer, the Collateral Administrator and the Trustee not later than the Determination Date immediately preceding the related Distribution Date (or such later time and date to which the Collateral Administrator and the Trustee consent), such deferred Management Fees shall

be payable on such Distribution Date (and, if necessary, subsequent Distribution Dates) in accordance with the Priority of Distributions.

Upon the removal or resignation of the Portfolio Manager, (i) the Base Management Fee and the Subordinated Management Fee shall be prorated for any partial period elapsing from the last Distribution Date on which such resigning or removed Portfolio Manager received such Management Fees to the effective date of such termination, resignation or removal, (ii) any unpaid deferred Base Management Fees or deferred Subordinated Management Fees shall be determined as of the effective date of such termination, resignation or removal and, in each case, shall be due and payable on each Distribution Date following the effective date of such termination, resignation or removal in accordance with the Priority of Distributions until paid in full, and (iii) the Incentive Management Fee that is due and payable will be payable to the former Portfolio Manager and the successor Portfolio Manager based upon the former Portfolio Manager's reasonable determination of each portfolio manager's proportional participation and engagement in providing services to the Issuer in connection with the management of the Issuer's portfolio and carrying out the duties and obligations set forth in the Portfolio Management Agreement. Otherwise, such Portfolio Manager shall not be entitled to any further compensation for further services but shall be entitled to receive any expense reimbursement accrued to the effective date of termination, resignation or removal and any indemnity amounts owing (or that may become owing) under the Portfolio Management Agreement. Any such Management Fees, expense reimbursement and indemnities owed to such Portfolio Manager or owed to any successor Portfolio Manager on any Distribution Date shall be paid *pro rata* based on the amount thereof then owing to each such Person, subject to the Priority of Distributions.

The Issuer will be entitled to perform any tax withholding or reporting that may be required by law in respect of payments to the Portfolio Manager under the Portfolio Management Agreement. Amounts withheld, if any, will be deemed paid to the Portfolio Manager for U.S. tax purposes.

Except as otherwise agreed to by the Issuer and the Portfolio Manager, the costs and expenses (including the fees and disbursements of counsel and accountants but excluding all overhead costs and employees' salaries) of the Portfolio Manager and of the Issuer incurred in connection with the negotiation, preparation and execution of the Portfolio Management Agreement and any amendment thereto, and all matters incidental thereto, shall be borne by the Issuer. The Issuer will reimburse the Portfolio Manager for expenses including fees, costs and expenses reasonably incurred by the Portfolio Manager in connection with services provided under the Portfolio Management Agreement (regardless of whether the Person providing or performing the service or output giving rise to such fees, costs and expenses is the Portfolio Manager, an Affiliate of the Portfolio Manager or a third party, and including allocated portions of fees, costs and expenses, including overhead, incurred in connection with services performed by personnel or employees of the Portfolio Manager or its Affiliates; *provided* that, if such service or output is provided or performed by the Portfolio Manager or an Affiliate of the Portfolio Manager and not a third party, then, unless approved by the Independent Review Party, the applicable fees, costs and expenses shall not be greater than those that would be payable to a third party under arm's-length terms for the provision or performance of similar services or outputs) including, without limitation, (a) the cost of legal advisers, consultants, rating agencies, accountants, brokers and other professionals retained or employed by the Issuer or the Portfolio Manager (or an Affiliate of the Portfolio Manager (in each case, on behalf of the Issuer)), (b) the cost of asset pricing and asset rating services, compliance services and software, and accounting, programming and data entry services directly related to the management of the Assets, (c) all taxes, regulatory and governmental charges (not based on the income of the Portfolio Manager) and insurance premiums or expenses, (d) any and all costs and expenses incurred in connection with the acquisition or disposition of investments on behalf of the Issuer (whether or not actually consummated) and management thereof, including attorneys' fees and disbursements, (e) expenses related to preparing reports to Holders of the Notes, (f) reasonable travel expenses (including, without limitation, airfare, meals, lodging and other transportation) undertaken in connection with the performance by the Portfolio Manager of its duties pursuant to the Portfolio Management Agreement or the Indenture, (g) expenses and costs in connection with any investor conferences or Holders' meetings or conferences, (h) the cost of any brokerage services provided to the Portfolio Manager in connection with the sale or purchase of any Collateral Obligation, Equity Security, Eligible Investment, Issuer Subsidiary Asset or other assets received in respect thereof, (i) the cost of bookkeeping, accounting or recordkeeping services obtained or maintained with respect to the Issuer (including those services rendered at the behest of the Portfolio Manager), (j) the cost of software programs licensed from a third party and used by the Portfolio Manager in connection with servicing and managing the Assets, (k) fees and expenses incurred in obtaining the Market Value of Collateral Obligations (including, without limitation, fees payable to any nationally

recognized pricing service), (l) the cost of audits incurred in connection with any consolidation review, (m) any out-of-pocket costs or expenses incurred by the Portfolio Manager in connection with complying (including, without limitation, providing assistance with respect to the Portfolio Manager's or the Issuer's compliance, as applicable) with the U.S. Risk Retention Rules to the extent applicable (other than the purchase price of Notes acquired by the Portfolio Manager to comply with the U.S. Risk Retention Rules or expenses related to financing the purchase of such Notes) and complying with applicable law and (n) any other expenses as otherwise agreed upon by the parties. In addition, the Issuer will be responsible for any fees relating to the services provided by any Independent Review Party and will reimburse such Independent Review Party for its reasonable out-of-pocket expenses. The foregoing costs and expenses will be payable on each Distribution Date to the extent of the funds available for such purpose in accordance with the Priority of Distributions, payable only as described under "*Summary of Terms—Priority of Distributions*."

Removal, Resignation and Replacement of the Portfolio Manager

The Portfolio Manager may be removed for Cause upon [10] Business Days' prior written notice by the Issuer ("**Termination Notice**") at the direction of a Majority of the Controlling Class or a Majority of the Subordinated Notes; *provided* that, Portfolio Manager Notes will have no voting rights with respect to any vote on the removal of the Portfolio Manager for Cause. Simultaneous with its direction to the Issuer to remove the Portfolio Manager for Cause, the Controlling Class or the Subordinated Notes, as applicable, shall provide to the Issuer a written statement setting forth the reason for such removal ("**Statement of Cause**"). The Issuer shall deliver to the Trustee (who shall deliver a copy of such notice to the Holders and the Rating Agency) a copy of the Termination Notice and the Statement of Cause within one Business Day of receipt. No such removal shall be effective (A) until the date as of which a successor portfolio manager shall have been appointed in accordance with the Portfolio Management Agreement and delivered an instrument of acceptance to the Issuer and the removed Portfolio Manager and the successor portfolio manager has effectively assumed all of the Portfolio Manager's duties and obligations and (B) unless the Statement of Cause has been delivered to the Issuer as set forth in the Portfolio Management Agreement. Cause means any of the following (each, "**Cause**"):

(a) the Portfolio Manager shall willfully and intentionally violate, or take any action that it actually knows breaches, any material provision of the Portfolio Management Agreement or the Indenture expressly applicable to it (not including a willful and intentional breach that results from a good faith dispute regarding reasonable alternative courses of action or reasonable interpretation of instructions), which violation or breach is not corrected by the Portfolio Manager within [30] Business Days;

(b) other than as covered by clause (a), the Portfolio Manager shall breach in any material respect any provision of the Portfolio Management Agreement or any terms of the Indenture expressly applicable to it (it being understood that failure to meet any Concentration Limitation, Collateral Quality Test or Coverage Test is not a breach for purposes of this clause (b)), which breach would reasonably be expected to have a material adverse effect on the Issuer and shall not cure such breach (if capable of being cured) within [60] days of a Responsible Officer of the Portfolio Manager receiving notice of such breach, unless, if such breach is remediable, the Portfolio Manager has taken action that the Portfolio Manager believes in good faith will remedy such breach, and such action does remedy such breach, within [120] days after a Responsible Officer receives notice thereof;

(c) the failure of any representation or warranty of the Portfolio Manager in the section of the Portfolio Management Agreement setting forth the applicable representations and warranties of the Portfolio Manager to be correct in any material respect when such representation or warranty is made, which failure would reasonably be expected to have a material adverse effect on the Issuer and is not corrected by the Portfolio Manager (if capable of being corrected) within [60] days of a Responsible Officer of the Portfolio Manager receiving notice of such failure, unless, if such failure is remediable, the Portfolio Manager has taken action that the Portfolio Manager believes in good faith will correct such failure, and such action does correct such failure, within [120] days after a Responsible Officer receives notice thereof;

(d) certain events of bankruptcy or insolvency in respect of the Portfolio Manager specified in the Portfolio Management Agreement;

(e) the occurrence and continuation of an Event of Default specified under clause (a) or (b) of the definition of such term directly resulting from any willful and material breach by the Portfolio Manager of its duties under the Portfolio Management Agreement or under the Indenture which breach or default is not cured within any applicable cure period; *provided* that this clause (e) shall not include any breach of any duty under the Portfolio Management Agreement or the Indenture that results from a good faith dispute regarding a reasonable interpretation of either the Portfolio Management Agreement or the Indenture, as applicable; or

(f) (i) the occurrence of an act by the Portfolio Manager that constitutes fraud or felony criminal activity in the performance of its obligations under the Portfolio Management Agreement (as determined pursuant to a final adjudication by a court of competent jurisdiction) or the conviction of the Portfolio Manager for a felony criminal offense materially related to its business of providing asset management services, or (ii) any Responsible Officer of the Portfolio Manager primarily responsible for the performance by the Portfolio Manager under the Portfolio Management Agreement is convicted of a felony criminal offense materially related to the business of the Portfolio Manager providing asset management services and such officer has not been removed from having responsibility for the management of the Assets within 30 days after the date that a responsible officer of the Portfolio Manager becomes aware of such conviction.

If any of the events specified in the definition of Cause shall occur, the Portfolio Manager shall give prompt written notice thereof to the Issuer and the Trustee (with a copy to the Rating Agency) upon a Responsible Officer of the Portfolio Manager becoming aware of such event; *provided* that, if certain events of bankruptcy or insolvency in respect of the Portfolio Manager specified in the Portfolio Management Agreement shall occur, the Portfolio Manager shall give written notice thereof to the Issuer and the Trustee immediately upon the Portfolio Manager's becoming aware of the occurrence of such event.

A Majority of the Controlling Class or a Majority of the Subordinated Notes, in each case disregarding Portfolio Manager Notes, may waive any event described in clause (a), (b), (c), (e) or (f) of the definition of "Cause" as a basis for termination of the Portfolio Management Agreement and removal of the Portfolio Manager; *provided* that (i) if a Majority of the Controlling Class directed the delivery of the Termination Notice, then a Majority of the Controlling Class (which for the purpose of determining a Majority of the Controlling Class will exclude the Portfolio Manager Notes), (ii) if a Majority of the Subordinated Notes directed the delivery of the Termination Notice, then a Majority of the Subordinated Notes (which for the purpose of determining a Majority of the Subordinated Notes will exclude the Portfolio Manager Notes) and (iii) if both a Majority of the Controlling Class and a Majority of the Subordinated Notes directed the delivery of the Termination Notice, then a Majority of the Controlling Class, acting together with a Majority of the Subordinated Notes (which for the purpose of determining a Majority of the Controlling Class and a Majority of the Subordinated Notes will, in each case, exclude the Portfolio Manager Notes), may waive any event described in clause (a), (b), (c), (e) or (f) of the definition of "Cause" as a basis for termination of the Portfolio Management Agreement and removal of the Portfolio Manager. In no event will the Trustee be required to determine whether or not Cause exists to remove the Portfolio Manager. "**Responsible Officer**" shall mean any officer, authorized person or employee of the Portfolio Manager set forth on the list provided by the Portfolio Manager to the Issuer and the Trustee which list shall include any portfolio manager having day-to-day responsibility for the performance of the Portfolio Manager under the Portfolio Management Agreement and any executive-level officers of the Portfolio Manager, as such list may be amended from time to time.

If the Portfolio Manager is removed for Cause, until the appointment of a successor portfolio manager becomes effective, the Portfolio Manager will not be permitted under the Portfolio Management Agreement to direct the Trustee to effectuate the purchase of any Collateral Obligation or the sale or disposition of any Collateral Obligation other than a Credit Risk Obligation, Credit Improved Obligation, Defaulted Obligation, Restructured Obligation, Workout Instrument or Equity Security without the prior written consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes.

Subject only to the following paragraph, the Portfolio Manager may resign, upon 90 days' prior written notice to the Issuer (or such shorter notice as is acceptable to the Issuer) and the Trustee; *provided* that, the Portfolio Manager shall have the right to resign immediately upon the effectiveness of any material change in Applicable Law which could render the performance by the Portfolio Manager of its duties under the Portfolio Management Agreement or under the Indenture to be a violation of such Applicable Law.

Notwithstanding the foregoing, no resignation or removal of the Portfolio Manager or termination of the Portfolio Management Agreement shall be effective until the date as of which a successor portfolio manager shall have been appointed and approved and has accepted all of the Portfolio Manager's duties and obligations pursuant to the Portfolio Management Agreement in writing and has assumed such duties and obligations. Notwithstanding anything to the contrary contained in the Portfolio Management Agreement, the Portfolio Manager shall not be required to resign (or take any other action or refrain from taking any other action) if the Portfolio Manager determines in its sole discretion that such action or omission to act, as applicable, would violate any Applicable Law, including the U.S. Risk Retention Rules, and/or the Volcker Rule.

Promptly after notice of any removal or resignation of the Portfolio Manager in accordance with the Portfolio Management Agreement, the Issuer shall transmit copies of the notice of such resignation or removal to the Trustee (which shall forward a copy of such notice to the Holders) and the Rating Agency and shall appoint an institution as Portfolio Manager, at the direction of a Majority of the Subordinated Notes, which institution (i) has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Portfolio Manager under the Portfolio Management Agreement, (ii) is legally qualified and has the capacity to assume all of the responsibilities, duties and obligations of the Portfolio Manager under the Portfolio Management Agreement and under the applicable terms of the Indenture, (iii) does not cause the Issuer to become, or require the pool of Assets to be registered as, an investment company under the Investment Company Act, (iv) does not by its appointment cause 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, state or local income tax on a net basis, and (v) has been identified in a prior written notice provided to the Rating Agency (the criteria in clauses (i)-(v) above, collectively, the "**Successor Criteria**"); *provided* that, no removal or resignation by the Portfolio Manager will be effective until a successor portfolio manager has been appointed and approved in the manner specified in the Portfolio Management Agreement; *provided*, *further*, that notice of such removal will have been given to the Rating Agency and a Majority of the Controlling Class has not objected to the successor portfolio manager as provided in the next succeeding paragraph.

If (i) a Majority of the Subordinated Notes fails to nominate a successor portfolio manager within 30 days of initial notice of the resignation or removal of the Portfolio Manager or (ii) a Majority of the Controlling Class objects to the proposed successor portfolio manager nominated by the Holders of the Subordinated Notes within 10 days of the date of the notice of such nomination, then a Majority of the Controlling Class shall, within 10 days of the failure or objection described in clause (i) or (ii) of this sentence, as the case may be, nominate a successor portfolio manager that meets the Successor Criteria. If a Majority of the Subordinated Notes approves such Controlling Class nominee, such nominee shall become the Portfolio Manager.

If no successor portfolio manager is appointed within 45 days (or, in the event of a change in Applicable Law which renders the performance by the Portfolio Manager of its duties under the Portfolio Management Agreement or the Indenture to be a violation of such Applicable Law, within 30 days) following the termination or resignation of the Portfolio Manager, any of the resigning or removed Portfolio Manager, a Majority of the Subordinated Notes or a Majority of the Controlling Class (disregarding Portfolio Manager Notes in the case of the Controlling Class) shall have the right to petition a court of competent jurisdiction to appoint a successor portfolio manager, in either such case whose appointment shall become effective after such successor has accepted its appointment and without the consent of any Holder or beneficial owner of any Note. Any such appointment by any court of competent jurisdiction will not require the consent of, and shall not be subject to the disapproval of, the Issuer, any other Holder or beneficial owner of any Note or the outgoing Portfolio Manager. The Issuer will provide notice to the Holders and the Trustee (for forwarding to the Rating Agency) of the appointment of a successor portfolio manager promptly after the effectiveness of such appointment.

The successor portfolio manager shall be entitled to the Management Fee and no compensation payable to such successor portfolio manager shall be greater than the Management Fee without the prior written consent of 100% of the Holders or beneficial owners of each Class of Notes voting separately by Class, including Portfolio Manager Notes. Upon the later of the expiration of the applicable notice periods with respect to termination specified under the Portfolio Management Agreement and the acceptance of its appointment under the Portfolio Management Agreement by the successor portfolio manager, all authority and power of the Portfolio Manager under the Portfolio Management Agreement, whether with respect to the Assets or otherwise, shall automatically and without action by any Person pass to and be vested in the successor portfolio manager. The Issuer, the Trustee and the successor

portfolio manager shall take such action (or the Issuer shall cause the outgoing Portfolio Manager to take such action) consistent with the Portfolio Management Agreement and as shall be necessary to effect any such succession.

In connection with any vote under the Portfolio Management Agreement, in determining whether the Holders of the requisite Aggregate Outstanding Amount have given any request, demand, authorization, direction, notice, consent or waiver or made any proposal, if Portfolio Manager Notes are disregarded and deemed not to be outstanding in connection with such vote and a Class of Notes entitled to vote is comprised entirely of Portfolio Manager Notes, then the most senior Class of Notes that is not comprised entirely of Portfolio Manager Notes shall be entitled to exercise the specified voting rights, disregarding any Portfolio Manager Notes, in lieu of such other Class of Notes.

THE CO-ISSUERS

General

Elmwood CLO 20 Ltd. (the "Issuer") is an exempted company incorporated with limited liability under the Companies Act (as amended) of the Cayman Islands. The Issuer was incorporated as Elmwood Master SPV Maple Ltd. on May 25, 2022 in the Cayman Islands with registration number 390724 and changed its name to Elmwood CLO 20 Ltd. on [●], 2022. The Issuer has an indefinite existence. The Issuer's registered office and the business address of each of the directors of the Issuer is at the offices of c/o Walkers Fiduciary Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands, Attention: The Directors, telephone no. +1 (345) 814-7600, email: fiduciary@walkersglobal.com. The directors of the Issuer are John Fawkes, Karen Ellerbe and Dianne Farjallah. 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. The Issuer has no prior operating history other than the accumulation of Assets for this collateralized loan obligation transaction. The Issuer has been established as a special purpose vehicle for the purpose of the issuing the Notes. The Issuer has no assets and will not pledge any assets to secure the Notes. 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) 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.

The directors (and their alternates) are not currently entitled to any remuneration. Any director may act by himself or his firm in a professional capacity for the Issuer and he or his firm is entitled to remuneration for professional services as if he were not a director. A director is at liberty to vote in respect of any matter relating to his remuneration; *provided* that, the nature of his interest is disclosed prior to the matter being considered and voted upon by the board of directors.

Elmwood CLO 20 LLC was formed on [●], 2022 under the laws of the State of Delaware with file number [●] and has an indefinite existence. The Co-Issuer's principal office is located at the offices of [c/o Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, New Castle County, Delaware, telephone no. (302) 738-6680. The Co-Issuer's registered office for service of process in the state of Delaware is c/o Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, New Castle County, Delaware]. The Co-Issuer has been established as a special purpose vehicle for the purpose of the co-issuing the Co-Issued Notes. The Co-Issuer has no assets and will not pledge any assets to secure the Co-Issued Notes. The Co-Issuer will not be capitalized. The Co-Issuer's membership interests will be held by the Issuer.

The sole manager of the Co-Issuer is Donald J. Puglisi, who provides administrative services for Delaware entities. Donald J. Puglisi may be contacted at the registered office of the Co-Issuer. The sole member of the Co-Issuer is the Issuer. The Co-Issuer has no prior operating history. The Co-Issuer will not publish any financial statements.

Capitalization of the Issuer

The Issuer's initial proposed capitalization and indebtedness as of the Closing Date after giving effect to the issuance of the Notes and the Issuer's ordinary shares (before deducting expenses of the offering and any discounts (including any original issue discounts)) is set forth below:

	Amount	
Class A Notes	U.S.$	[●]
Class B-1 Notes	U.S.$	[●]
Class B-2 Notes	U.S.$	[●]
Class C Notes	U.S.$	[●]
Class D Notes	U.S.$	[●]
Class E Notes	U.S.$	[●]
Class F Notes	U.S.$	[●]
Subordinated Notes	U.S.$	[●]
Total Notes	U.S.$	[●]
Issuer Ordinary Shares	U.S.$	[250]
Retained Earnings		
Total Equity	U.S.$	[250]
Total Capitalization	U.S.$	[●][(1)]

(1) Unaudited. The Issuer will receive as proceeds for the issuance of the Notes the principal amounts set forth above *multiplied by* the applicable issue prices therefor.

The Co-Issuer has no liabilities other than the Co-Issued Notes.

Business of the Co-Issuers

The Issuer's Memorandum and Articles of Association sets out the objects of the Issuer, which are restricted to the business to be carried out by the Issuer in connection with the Notes. Specifically, the Issuer's objects restrict the Issuer to the sale, issuance, redemption and payment of the Notes and any Additional Notes and, if necessary, the acquisition, holding, selling, exchanging, redeeming and pledging of Collateral Obligations, Equity Securities, if any, Eligible Investments and other Assets to be included in the Collateral, solely for its own account, and other incidental activities thereto, including, without limitation, entering into the Transaction Documents to which it is a party. 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 Portfolio Manager) to satisfy the Coverage Tests, 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 the Stated Maturity of the Notes is subject to significant restrictions under the Indenture. See "*Security for the Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria*."

The Co-Issuer's limited liability company agreement sets out the objects of the Co-Issuer, which include the business to be carried out by the Co-Issuer in connection with the issuance of the Co-Issued Notes, the execution, delivery and performance of the applicable Transaction Documents and such other agreements, documents and certificates as may be necessary to effectuate the purpose and intent of such Transaction Documents and any actions necessary to maintain the existence of the Co-Issuer as a limited liability company in good standing under the laws of the State of Delaware. The Co-Issuer will not have any subsidiaries.

The Co-Issuers have not issued securities or equity interests, other than the Co-Issuer's membership interests and Issuer's ordinary shares, and have not listed any notes on any exchange, in each case, prior to the date hereof. The Co-Issuers will not undertake any business other than the issuance of the Co-Issued Notes and, in the case of the Issuer, the issuance of the Notes and the management of the Assets and other related transactions.

Walkers Fiduciary Limited will act as the administrator of the Issuer (with its successors and assigns in such capacity, the "**Administrator**"). 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 by and among the Issuer, Walkers Fiduciary Limited, as holder of the ordinary shares of the Issuer, and the Administrator, as amended from time to time (the "**Administration Agreement**"), the Administrator will perform in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time various corporate management functions on behalf of the Issuer and the provision of certain clerical, administrative and other corporate services

until termination 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 Administration Agreement provides that either party shall be entitled to 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 agreements. In addition, the Administration Agreement provides that either party will be entitled to terminate the agreement by giving at least 30 days' notice in writing to the other party with a copy to any applicable rating agency. The activities of the Administrator under the Administration Agreement will be subject to the overview of the Issuer's board of directors. The Administrator's principal office is Walkers Fiduciary Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands.

Pursuant to the terms of the Collateral Administration Agreement to be entered into on or prior to the Closing Date among the Issuer, the Portfolio Manager and the Collateral Administrator, the Issuer will retain the Trustee, in such capacity, as Collateral Administrator to, among other things, perform certain administrative duties 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 and the Coverage Tests, subject, in each case, to the Collateral Administrator's receipt from the Portfolio 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 Portfolio Manager and will be treated as an expense of the Issuer and will be subject to the Priority of Distributions. If the Collateral Administrator resigns or is removed, the Issuer will appoint a successor.

In addition, the Issuer (or the Portfolio Manager on behalf of the Issuer) may retain one or more firms to provide software databases and applications for the purpose of modeling, evaluating and monitoring the Assets and the Notes pursuant to a licensing or other agreement and the compensation paid to such firms will be treated as an expense of the Issuer and will be subject to the Priority of Distributions.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the Notes. The discussion addresses only persons that purchase Notes in the original offering and, in the case of the Secured Notes, at their "issue price", hold the Notes as capital assets, and, in the case of U.S. Holders (as defined below), use the U.S. Dollar as their functional currency. The discussion does not consider the circumstances of particular purchasers that are subject to special tax regimes (such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, tax exempt organizations dealers, traders who elect to mark their investment to market and persons holding the Notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction). The discussion does not address any state, local or non-U.S. taxes, net investment income tax-consequences or the federal alternative minimum tax. Special rules also apply to individuals, certain of which may not be discussed below. This discussion also does not address any tax consequences of a Contribution or any fee sharing arrangement. 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 consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES AND THE LAWS OF THE CAYMAN ISLANDS AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "**U.S. Holder**" means a beneficial owner of Notes that is for U.S. federal income tax purposes (i) a citizen or individual resident of the United States, (ii) a corporation organized in or under the laws of the United States or any political subdivision thereof, (iii) a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or (iv) an estate the income of which is subject to U.S. federal income taxation regardless of its source. "**Non-U.S. Holder**" means a beneficial owner of Notes other than (i) a U.S. Holder and (ii) a partnership or other pass-through entity for U.S. federal income tax purposes. The treatment of partners in an entity treated as a partnership for U.S. federal income tax purposes that owns Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the Notes.

U.S. Federal Income Tax Treatment of the Issuer

The Issuer will be treated as a non-U.S. 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 Milbank LLP subject to customary assumptions and qualifications to the effect that, assuming the Issuer and the Portfolio Manager comply with these restrictions and other requirements of the Indenture and the Portfolio Management Agreement, the Issuer will not be engaged in a trade or business in the United States. 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.

The opinion of Milbank LLP referenced above represents only counsel's best judgment and is 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.

Taxation in Respect of an Issuer Subsidiary

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, 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 non-U.S. 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 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 advisors regarding the consequences if the Issuer organizes and holds assets indirectly through an Issuer Subsidiary.

Withholding Taxes on the Issuer

Although the Issuer does not anticipate that it will be subject to U.S. federal income tax with respect to its net income, income derived by the Issuer may be subject to withholding or gross income taxes, and the imposition of such taxes could materially affect its ability to make payments on the Notes. Subject to certain exceptions set forth in the Indenture, the Issuer generally may acquire a particular Collateral Obligation only if, at the time of commitment to purchase, either the payments thereon are not subject to withholding tax or the issuer of the Collateral Obligation is 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. Accordingly, the Issuer does not generally expect to be subject to U.S. federal withholding taxes on interest from Collateral Obligations. The Issuer may, however, be subject to withholding or gross income taxes in respect of amendment fees, waiver fees, consent fees, extension fees, commitment fees or similar fees, or taxes imposed under FATCA, as discussed in more detail below. Any such withholding or gross income taxes may not be grossed up.

Notwithstanding the foregoing, there can be no assurance that income derived by the Issuer will not become subject to withholding or gross income taxes more generally as a result of changes in law, contrary conclusions by the IRS or U.S. courts, or other causes. Such withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the taxing authority to pay such taxes. The imposition of unanticipated withholding taxes would materially affect the Issuer's ability to make payments on the Notes.

Tax Treatment of U.S. Holders of Secured Notes

Classification of the Secured Notes.

Based on the anticipated terms of the Secured Notes and subject to other relevant facts and circumstances existing on the Closing Date, the Issuer will receive an opinion from Allen & Overy LLP on the Closing Date to the effect that, for U.S. federal income tax purposes, [the Class A Notes, Class B-1 Notes, Class B-2 Notes, Class C Notes and Class D Notes will] be treated as debt and the [Class E Notes should] be treated as debt. No opinion will be received with respect to the Class F Notes.

In general, the characterization of an instrument as debt or equity for U.S. federal income tax purposes by its issuer as of the time of issuance is binding on a holder, unless the holder takes an inconsistent position and discloses such position in its tax return. This characterization, and counsel's opinion, however, are not binding on the IRS or the courts. In particular, there can be no assurance that the IRS would not contend, and that a court would not

ultimately hold, that a Class of Secured Notes, in particular [the Class E Notes and the Class F Notes], constitute equity of the Issuer. Investors should consult their tax advisors regarding the tax rules that would apply if a Class of Secured Notes were recharacterized as equity by the IRS, although generally the discussion of the tax consequences of holding Subordinated Notes below would be relevant to holders of that recharacterized Class of Secured Notes. Further, the Indenture generally requires holders of [the Class E Notes and the Class F Notes] to agree that they will treat such Notes as debt for U.S. federal income tax purposes, except that a holder of [Class E Notes or Class F Notes] is permitted to make a protective QEF election (discussed in the section below on Subordinated Notes) and to file certain tax information returns. The discussion in the remainder of this section assumes that the Secured Notes will be treated as debt for U.S. federal income tax purposes.

The Issuer and not the Co-Issuer will be treated as having issued the Co-Issued Notes for U.S. federal income tax purposes.

Interest paid on the Class A Notes, Class B-1 Notes and Class B-2 Notes.

Interest paid on the Class A Notes, Class B-1 Notes and Class B-2 Notes generally will be includible (as ordinary income) in the gross income of a U.S. Holder in accordance with its regular method of tax accounting.

Interest and Discount on the Deferred Interest Notes.

Because payments of stated interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are contingent on available funds and subject to deferral, the Deferred Interest Notes will be treated for U.S. federal income tax purposes as having been issued with original issue discount ("**OID**"). The total amount of such discount with respect to any Deferred Interest Notes will equal the sum of all payments to be received under such Note less its issue price (i.e., the first price at which a substantial number of Notes of the same Class was sold to investors). A U.S. Holder of Deferred Interest Notes will be required to include OID in income as it accrues.

Treasury regulations applicable to debt instruments issued with OID do not provide definitive rules for accrual of OID on debt instruments the payments on which are contingent as to time, in the manner of the Deferred Interest Notes. In the absence of such definitive guidance, the Issuer intends to treat the amount of OID accruing in any Interest Accrual Period as generally equal to the stated interest accruing in that period (whether or not currently due) plus any additional amount representing the accrual under a constant yield method of any additional OID represented by the excess of the principal amount of any Deferred Interest Note over its issue price. Accruals of any such additional OID will be based on the projected weighted average life of the Deferred Interest Notes rather than their Stated Maturity. Accruals of OID should be calculated by assuming that interest will be paid over the life of such Deferred Interest Notes based on the value of the Benchmark Rate used in setting interest for the first Interest Accrual Period, and then adjusting the income for each subsequent Interest Accrual Period for any difference between the actual value of the Benchmark Rate used in setting interest for those periods and the assumed rate.

However, it is also possible the Deferred Interest Notes may be subject to an income accrual method analogous to the methods applicable to debt instruments whose payments are subject to acceleration (under section 1272(a)(6) of the Code) using an assumption as to the expected payments on the Deferred Interest Notes reflected on an assumed payment schedule prepared by the Issuer. Adjustments (generally forward looking) would be made to the extent actual payments do not correspond to the assumed payment schedule. Alternatively, it is possible that the Deferred Interest Notes could be treated as subject to special rules applicable to contingent payment debt instruments (including because the timing of when any discount is taken into account is contingent). In that event, the timing of income and character of gain or loss on Classes of Deferred Interest Notes would be different. A U.S. Holder of Deferred Interest Notes should consult its own tax advisor about the possible application of these rules.

Certain U.S. Holders that use an accrual method of accounting for tax purposes generally will be required to include certain amounts in income no later than the time such amounts are reflected on their financial statements—which may be earlier than would be the case under the rules described above. The Treasury Department released final regulations that would exclude from this rule any item of gross income for which a taxpayer uses a special method of accounting required by certain sections of the Code, including income subject to the timing rules for OID. U.S. Holders that use an accrual method of accounting should consult with their tax advisors regarding the potential applicability of this rule to their particular situation.

Further Information Regarding OID.

Further information regarding OID may be obtained by contacting the Issuer at its registered office as described under "The Co-Issuers."

Sale and Retirement of the Secured Notes.

In general, a U.S. Holder of Secured Notes will have a basis in such Secured Notes equal to the cost of such Secured Notes to such holder, increased by any amount includible in income by such holder as OID and reduced by any payments thereon other than, in the case of Secured Notes that are not Deferred Interest Notes, payments of stated interest. Upon a sale or exchange of the Secured Notes, a U.S. Holder will generally recognize gain or loss equal to the difference between the amount realized (less any accrued but unpaid interest, which would be taxable as interest) and the holder's tax basis in such Secured Notes. Such gain or loss will be long-term capital gain or loss if the U.S. Holder has held such Secured Notes 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. The ability of U.S. Holders to offset capital losses against ordinary income is limited.

Notes Subject to Re-Pricing, or Fallback Rate.

A U.S. Holder that continues to own Secured Notes of any Class following a Re-Pricing of such Re-Priced Class or Floating Rate Notes of any Class following the effectiveness of a Fallback Rate 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 effectiveness of the Fallback Rate for a newly issued debt instrument with the characteristics of such Secured Notes after the Re-Pricing or such Floating Rate Notes after the effectiveness of the Fallback Rate. Therefore, such U.S. Holder may be required to recognize taxable gain during the taxable year in which the Re-Pricing occurs or Fallback Rate is effected 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 the effectiveness of the Fallback Rate, 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 Fallback Rate(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 Fallback Rate. A U.S. Holder may not be permitted to recognize a loss upon a Re-Pricing or the effectiveness of the Fallback Rate. If the issue price of Secured Notes subject to Re-Pricing or Floating Rate Notes subject to the Fallback Rate 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 the effectiveness of the Fallback Rate and ending 15 days thereafter, unless, at the time of the Re-Pricing or the effectiveness of the Fallback Rate, 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.

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 continuing to hold Notes upon the effectiveness of a Fallback Rate.

Tax Treatment of U.S. Holders of Subordinated Notes

The Subordinated Notes are likely to be treated as equity for U.S. federal income tax purposes and the balance of the discussion below assumes such treatment is correct. Subject to the passive foreign investment company rules and the controlled foreign corporation rules discussed below, a U.S. Holder of Subordinated Notes generally would be required to treat distributions received with respect to such Notes as dividend income. Except as otherwise required by the rules discussed below, gain or loss on the sale or other disposition of Subordinated Notes generally would be capital gain or loss.

The Issuer will be a passive foreign investment company (a "**PFIC**") for U.S. federal income tax purposes. Because the Issuer will be a PFIC, a U.S. Holder of Subordinated Notes will be subject to additional tax on "excess distributions" received with respect the Subordinated Notes or gains realized on the disposition of such Subordinated Notes. A U.S. Holder will have an excess distribution if distributions during any tax year exceed 125% of the average amount received during the three preceding tax years (or, if shorter, the U.S. Holder's holding period). A U.S. Holder may realize gain on a Subordinated Note not only through a sale or other disposition, but also by pledging the Subordinated Note as security for a loan or entering into certain constructive disposition transactions. To compute the tax on an excess distribution or any gain, (i) the excess distribution or gain is allocated ratably over the U.S. Holder's holding period, (ii) the amount allocated to the current tax year is taxed as ordinary income, and (iii) the amount allocated to each previous tax year is taxed at the highest applicable marginal rate in effect for that year and an interest charge (which generally is non-deductible for non-corporate holders) is imposed to recover the deemed benefit from the deferred payment of the tax. These rules effectively prevent a U.S. Holder from treating the gain realized on the disposition of the Subordinated Notes as capital gain. Classification as a PFIC may also have other adverse tax consequences, including in the case of individuals, the denial of a "step up" in the basis of the Subordinated Notes at death.

A U.S. Holder of Subordinated Notes may wish to avoid the risk of the adverse tax treatment just described by making an election to treat the Issuer as a qualified electing fund ("**QEF**"). If the U.S. Holder has made a QEF election with respect to the Issuer, the holder will be required to include in gross income each year (i) as ordinary income, its pro rata share of the Issuer's earnings and profits in excess of net capital gains and (ii) as long-term capital gains, its pro rata share of the Issuer's net capital gains, in each case, whether or not the Issuer actually makes any distribution. The amounts recognized by a U.S. Holder making a QEF election generally are treated as income from sources outside the United States. If, however, U.S. Holders hold at least half of the Subordinated Notes, a percentage of those amounts equal to the proportion of its income that the Issuer receives from U.S. sources will be U.S. source income for the U.S. Holders for purposes of computing a U.S. Holder's foreign tax credit limitation. Because such amounts are subject to tax currently as income of the U.S. Holder, the amounts recognized will not be subject to tax when they are distributed to a U.S. Holder. An electing U.S. Holder's basis in the Subordinated Notes will be increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution.

As discussed above, a U.S. Holder that makes a QEF election will be required to include in income currently its *pro rata* share of the Issuer's earnings and profits (computed based on federal income tax principles) whether or not the Issuer actually distributes earnings. Accordingly, in a number of circumstances a U.S. Holder could be required to include amounts in taxable income in excess of the cash distribution they are actually entitled to receive on the Subordinated Notes. For example, the use of investment proceeds to fund reserves or pay down debt could cause a U.S. Holder to recognize income in excess of amounts it actually receives. In addition, the Issuer's income from an investment for federal income tax purposes may exceed the amount it actually receives. The U.S. Holder may be able to elect to defer payment, subject to an interest charge for the deferral period (which generally is non-deductible for non-corporate holders), of the tax on income recognized on account of the QEF election. Prospective purchasers should consult their tax advisors about the advisability of making the QEF election, with respect to the Issuer, protective QEF election (for [the Class E Notes and the Class F Notes]) and deferred payment election.

In general, a QEF election should be made on or before the due date for filing a U.S. Holder's federal income tax return for the first taxable year for which it holds a Subordinated Note. The QEF election is effective only if certain required information is made available by the Issuer. The Issuer will undertake to comply with the IRS information requirements necessary for a QEF election, which will permit U.S. Holders of Subordinated Notes to make the QEF election with respect to the Issuer. Nonetheless, due to circumstances outside of the Issuer's control,

there can be no assurance that such information will be available or presented. The Issuer will also provide, upon written request and at such holder's expense, such information to a U.S. Holder of [Class E Notes or Class F Notes] intending to make a protective QEF election. Investors are urged to consult their tax advisors regarding the possible consequences to them in the event that the information necessary to treat the Issuer as a QEF is not provided. Where a QEF election is not timely made by a U.S. Holder for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules can be avoided for such later year and subsequent years by making an election to recognize gain from a deemed sale of such Notes at the time when the QEF election becomes effective.

If the Issuer holds securities treated as equity for U.S. federal income tax purposes of another PFIC (a "**lower-tier PFIC"),** such as a non-U.S. Issuer Subsidiary, a U.S. Holder of the Subordinated Notes that wants to avoid the application of the excess distribution rules (described above) with respect to its indirect interest in that lower-tier PFIC will have to make a separate QEF election with respect to that lower-tier PFIC. In that case, the Issuer will provide, to the extent it receives it, the information needed for U.S. Holders to make the QEF election with respect to such lower-tier PFICs. That information may not, however, be available to the Issuer. U.S. Holders should consult their own tax advisors with respect to the tax consequences of such a situation.

The Issuer also may be a controlled foreign corporation (a "**CFC**") if U.S. Holders that each own (directly, indirectly, or by attribution) at least 10% of the combined voting power or the total value of all classes of shares in the Issuer (each a "**U.S. 10% Shareholder**") together own more than half of the voting power or value of the Issuer's equity. In the event that a Class of Secured Notes were to be recharacterized as equity in the Issuer for U.S. federal income tax purposes, such Class of Secured Notes must be taken into account in determining whether the Issuer is treated as a CFC based on the total value of all classes of shares of the Issuer. If the Issuer is a CFC for any period during a given taxable year of the Issuer, a U.S. Holder that is a U.S. 10% Shareholder on the last day of such taxable year will be required to recognize ordinary income equal to its pro rata share of the Issuer's earnings (including both ordinary earnings and capital gains) for the tax year, whether or not the Issuer makes a distribution. The income will be treated as income from sources within the United States to the extent derived by the Issuer from U.S. sources for purposes of computing a U.S. Holder's foreign tax credit limitation. Earnings subjected to tax currently as income of the U.S. Holder will not be taxed again when they are distributed to the U.S. Holder. A U.S. Holder's basis in such Notes is increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution. If the Issuer is a CFC, (i) the Issuer would incur U.S. withholding tax on interest received from a related U.S. person and (ii) certain other restrictions may apply. Subject to a special limitation in the case of individual U.S. Holders that have held such Subordinated Notes for more than one year, gain from disposition of a Subordinated Note by a U.S. Holder that is a U.S. 10% Shareholder will be treated as ordinary dividend income to the extent the Issuer has accumulated earnings and profits attributable to the Subordinated Note while it is held by that holder that have not previously been included in income pursuant to a QEF election or pursuant to the CFC rules. Certain corporate U.S. Holders may be entitled to a dividends-received deduction in respect of such gain in certain situations.

Furthermore, it is possible that a non-U.S. Issuer Subsidiary held by the Issuer would be treated as a CFC with respect to a U.S. 10% Shareholder if the Issuer also holds a U.S. Issuer Subsidiary. In addition, due to the application of the attribution rules, it is possible that the Issuer may not have access to sufficient information to determine whether it is a CFC for any taxable year. U.S. Holders should consult their tax advisors regarding the potential impact of such rules on their investment in the Subordinated Notes (and any Class of Secured Notes recharacterized as equity for U.S. federal income tax purposes).

The relationship among the PFIC and CFC rules and the possible consequences of those rules for a particular U.S. Holder depend upon the circumstances of the Issuer and the U.S. Holder. In general, if the Issuer is both a CFC and a PFIC, a U.S. Holder subject to the CFC rules will not be subject to the PFIC rules. Each prospective purchaser should, however, consult its tax advisor about the possible application of the PFIC and CFC rules to its particular situation.

FATCA and the Cayman FATCA Legislation

FATCA imposes a withholding tax of 30% on certain payments made to the Issuer, including potentially all interest paid on U.S. Collateral Obligations, unless the Issuer complies with the Cayman FATCA Legislation. The

Cayman FATCA Legislation requires, among other things, that the Issuer collect and provide to the Cayman Islands Tax Information Authority substantial information regarding direct and indirect holders of the Notes and withhold (or instruct paying agents to withhold) 30% of certain payments to certain holders of Notes (as described below), unless the Issuer qualifies as a Non-Reporting Cayman Islands Financial Institution (as defined in the Cayman US-IGA) or is otherwise entitled to an exemption under FATCA. The Issuer expects to report information to the Cayman Islands Tax Information Authority, which will exchange such information with the IRS under the terms of the Cayman US-IGA.

The Issuer intends to comply with its obligations under the Cayman FATCA Legislation. However, in some cases, the ability to comply and avoid FATCA withholding tax could depend on factors outside of the Issuer's control. For example, the Issuer may not be considered to comply with FATCA if more than 50% of the Subordinated Notes (and any Classes of Secured Notes recharacterized as equity for U.S. federal income tax purposes) are owned by a person that is, or is affiliated with, a foreign financial institution that is not itself compliant with FATCA. Withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the IRS has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer in unable to comply with FATCA as a result of factors outside of its control, as described above.

The rules under FATCA and the Cayman FATCA Legislation may change in the future. Future guidance may subject payments on Subordinated Notes (and any Classes of Secured Notes that are recharacterized as equity for U.S. federal income tax purposes), and Secured Notes that are materially modified more than six months after the issuance of such future guidance, to a withholding tax of 30% if any foreign financial institution that holds any such Notes, or through which any such Notes are held, has not entered into an information reporting agreement with the IRS under FATCA or complied with the terms of a relevant intergovernmental agreement. This withholding tax will not apply to payments made prior to two years after the date on which final regulations on this issue are published. In the future, proceeds from the sale or other disposition of U.S. Collateral Obligations may also become subject to a withholding tax of 30% under FATCA. Until final regulations are issued, however, the Issuer and any withholding agent may rely on proposed regulations that eliminate FATCA withholding on such gross proceeds.

Each owner of an interest in Notes will be required to provide the Issuer and the Trustee or their agents with information necessary to comply with FATCA as discussed above. Holders that do not supply required information, or whose ownership of Notes may otherwise prevent the Issuer and any non-U.S. Issuer Subsidiary from complying with FATCA (for example by causing the Issuer to be affiliated with a non-compliant foreign financial institution), may be subjected to punitive measures under the Indenture, including but not limited to forced transfer of their Notes in order to enable the Issuer and any non-U.S. Issuer Subsidiary to comply with FATCA and the Cayman FATCA Legislation. There can be no assurance, however, that these measures will be effective, and that the Issuer, any non-U.S. Issuer Subsidiary and holders of the Notes will not be subject to withholding taxes under FATCA and fines and penalties under the CRS. The imposition of such taxes, fines or penalties could materially affect the Issuer's ability to make payments on the Notes or could reduce such payments.

Tax Treatment of Non-U.S. Holders of the Notes

Subject to the discussion of FATCA above and backup withholding below, interest paid to a Non-U.S. Holder will not be subject to U.S. withholding tax as long as the Issuer is not engaged in a U.S. trade or business. Even if the Issuer were determined to be engaged in a U.S. trade or business, interest paid on the Secured Notes to a Non-U.S. Holder would, however, generally be exempt if, among other things, the beneficial owner of such Notes (a) is not a "10-percent shareholder" (under the Code) in respect of the Issuer, (b) is not a CFC related to the Issuer through equity ownership and (c) satisfies, directly or indirectly, applicable certification or documentary evidence requirements as to its non-U.S. status. As discussed above, the Issuer will receive an opinion of Milbank LLP subject to customary assumptions and qualifications to the effect that the Issuer will not be engaged in a trade or business in the United States for U.S. federal income tax purposes.

In addition, interest and distributions paid to a Non-U.S. Holder will not be subject to U.S. net income tax unless the interest or distributions are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Gain realized by a Non-U.S. Holder on the redemption or disposition of Secured Notes will not be subject to U.S. tax unless (i) the gain is effectively connected with the holder's conduct of a U.S.

trade or business or (ii) the holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder will not be considered to be engaged in a trade or business within the United States solely by reason of holding Notes as capital investments for U.S. federal income tax purposes.

General Information Reporting and Backup Withholding

Information reporting to the IRS generally will be required with respect to payments on the Notes and proceeds of the sale of Notes to holders other than corporations or other exempt recipients. A "backup" withholding tax will apply to those payments if such holder fails to provide certain identifying information (e.g., such holder's taxpayer identification number) to the Trustee or other paying agent. Non-U.S. Holders generally will be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the IRS.

Other Reporting Requirements

U.S. Holders, and in certain cases Non-U.S. Holders, of the Notes may be subject to other information reporting requirements as a result of their purchasing, holding or disposing of Notes. More than one reporting requirement may apply to an investor. The failure to comply with these reporting requirements may result in penalties, which may be substantial, and, in certain instances, the failure to file a required form will suspend the statute of limitations with respect to any tax return, event, or period to which such information relates. As a result, even if an investor reports all of its taxable income from its investment in the Notes, if the investor fails to file a required information return, the period during which the IRS can assess taxes will remain open, potentially including with respect to items that do not relate to the holder's investment in the Notes. The Issuer assumes no responsibility to advise holders or other affected parties about how to comply with generally applicable reporting requirements relevant to their purchase, ownership and disposition of the Notes and purchasers of Notes are urged to consult their own tax advisors regarding these reporting requirements, including penalties that may apply for failure to comply. However, for the convenience of holders, certain of the reporting requirements that may apply to the acquisition, ownership or disposition of Notes are listed below.

Specified Foreign Financial Assets (IRS Form 8938).

Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of U.S.$50,000 on the last day of the tax year or more than U.S.$75,000 at any time during the tax year generally are required to file an information statement along with their tax returns, currently on IRS Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions.

Reporting Requirements on IRS Form 926, IRS Form 5471 and IRS Form 8992.

Treasury regulations require reporting for certain transfers of property (including cash) to a non-U.S. corporation by U.S. persons. In general, U.S. Holders who acquire Subordinated Notes (and any Class of Secured Notes recharacterized as equity for U.S. federal income tax purposes) are required to file IRS Form 926. In addition, the Code and related Treasury regulations will require any U.S. Holder that directly or indirectly owns a significant portion of the voting power or value of the Issuer's equity (generally 10%, but in some cases more than 50%) to comply with certain additional reporting requirements (including IRS Form 5471). While it is unclear how the voting power of the Subordinated Notes (and any Class of Secured Notes recharacterized as equity for U.S. federal income tax purposes) would be measured for this purpose, a U.S. Holder that owns less than 10% (or 50% or less, as applicable) of the Subordinated Notes and any Class of Secured Notes recharacterized as equity in the Issuer should not be required to file this return.

If the Issuer or a non-U.S. Issuer Subsidiary is a CFC and a U.S. Holder is a U.S. 10% Shareholder that owns stock of the Issuer for U.S. federal income tax purposes, such U.S. Holder may be required to file IRS Form 8992 with the IRS with respect to such investment. A failure to properly file IRS Form 8992 with the IRS may subject such U.S. Holder to a penalty (generally not to exceed $60,000).

PFIC Reporting (IRS Form 8621).

Subject to certain exceptions, a U.S. Holder of Subordinated Notes and any Class of Secured Notes that is recharacterized as equity for U.S. federal income tax purposes is required to file an annual information return, currently on IRS Form 8621, with respect to each PFIC in which it owns an interest directly or, in some cases, indirectly (including through certain pass-through entities). If the Issuer owns an interest in equity of a lower-tier PFIC, such as a non-U.S. Issuer Subsidiary that is a PFIC, holders of Subordinated Notes and any Class of Secured Notes that is recharacterized as equity would be treated as owning a proportionate amount (by value) of the equity of such lower-tier PFIC. The Issuer will use reasonable efforts to provide each holder of Subordinated Notes (and, upon request and at such requesting holder's expense, [the Class E Notes and the Class F Notes]) with the information necessary to comply with the holder's reporting obligations with respect to such lower-tier PFIC. These PFIC reporting requirements generally do not apply to tax-exempt U.S. Holders.

Reportable Transactions Reporting (IRS Form 8886).

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) attached to such person's U.S. tax return for such taxable year (and also file a copy of such form with the IRS's Office of Tax Shelter Analysis) and to retain certain documents related to the transaction. A person that is a holder of Subordinated Notes or any Class of Secured Notes recharacterized as equity in the Issuer 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. Because of the status of the Issuer as a PFIC (and without regard to whether it is a CFC), a transaction in which a person claims a loss deduction in respect of the Subordinated Notes (or any Class of Secured Notes recharacterized as equity for U.S. federal income tax purposes) may be considered a reportable transaction if the amount of such loss exceeds certain thresholds, regardless of whether such Subordinated Notes were purchased with cash or were otherwise held with a "qualifying basis" (as such term is defined in IRS Revenue Procedure 2013-11). There is an exception for certain mark-to-market losses.

FBAR Reporting.

U.S. Holders, and Non-U.S. Holders with certain minimum contacts with the United States, of Subordinated Notes (or any Classes of Secured Notes recharacterized as equity for U.S. federal income tax purposes) may be required to report certain information on U.S. Treasury Form FinCEN Report 114 or successor form (the "**FBAR**") for any calendar year in which they hold such Notes. The FBAR generally must be received by the U.S. Treasury by April 15 (with the possibility of extension to October 15) to report on accounts held in the preceding calendar year, is not filed as part of an annual tax return, and the reporting requirements thereunder are not governed by the Code.

THE ABOVE DESCRIPTION IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATIONS.

CAYMAN ISLANDS TAX AND DATA PROTECTION CONSIDERATIONS

Cayman Islands Tax Considerations

The following is a discussion of certain Cayman Islands 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 tax advice, does not consider your particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands 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 the Cayman Islands 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 Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax;

(ii) no stamp duty is payable in respect of the issue of the Notes although duty may be payable if Notes are executed in or brought into the Cayman Islands; and

(iii) certificates evidencing the Notes, in registered form, to which title is not transferable by delivery, should not attract Cayman Islands stamp duty. However, an instrument transferring title to the Notes, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty.

The Issuer has been incorporated as an exempted company with limited liability under the laws of the Cayman Islands and, as such, has obtained an undertaking from the Financial Secretary in the Cayman Islands in substantially the following form:

"The Tax Concessions Act
Undertaking As To Tax Concessions

In accordance with The Tax Concessions Act, the following undertaking is hereby given to:

Elmwood CLO 20 Ltd., "the Company"

That no law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

In addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

on or in respect of the shares, debentures or other obligations of the Company; or

by way of the withholding in whole or part, of any relevant payment as defined in the Tax Concessions Act.

These concessions shall be for a period of THIRTY years from the 30th day of May 2022.

CLERK OF THE CABINET"

The Cayman Islands does not have an income tax treaty arrangement with the United States; however, the Cayman Islands has entered into a tax information exchange agreement with the United States.

THE PRECEDING DISCUSSION IS ONLY A SUMMARY OF CERTAIN OF THE TAX IMPLICATIONS OF AN INVESTMENT IN THE SECURITIES. PROSPECTIVE INVESTORS ARE URGED TO CONSULT

WITH THEIR TAX ADVISORS PRIOR TO INVESTING TO DETERMINE THE TAX IMPLICATIONS OF SUCH INVESTMENT, BOTH GENERALLY AND IN LIGHT OF THEIR OWN CIRCUMSTANCES.

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, including 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 above 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 any 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 assets of 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 (collectively, together with ERISA Plans, "**Plans**")) and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code) having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction (each a "**prohibited transaction**"). A party in interest or disqualified person who engages in a non-exempt 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 is engaged in such a non-exempt prohibited transaction may be subject to penalties under ERISA and Section 4975 of the Code.

The Co-Issuers, the Placement Agent, the Bank and the Portfolio Manager and any of their respective Affiliates 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, the Placement Agent, the Bank or the Portfolio 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 any Notes 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 with 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 independent "qualified professional asset managers"), 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 certain "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 described in Section 4(b)(4) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA), while not subject to the fiduciary responsibility provisions of Title I of ERISA or the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code, may nevertheless be subject to federal, state, local or non-U.S. laws or regulations that are substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code ("**Similar Laws**"). Fiduciaries of any such plans should consult with their counsel before purchasing any Notes.

EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF ANY NOTES (OR ANY INTEREST THEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, WILL BE FURTHER DEEMED TO REPRESENT, WARRANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR OTHER PERSONS THAT PROVIDE MARKETING SERVICES, OR ANY OF THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE ON WHICH IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("**PLAN FIDUCIARY**"), HAS RELIED AS A PRIMARY BASIS IN CONNECTION WITH ITS DECISION TO INVEST IN THE NOTES, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS

A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE, TO THE BENEFIT PLAN INVESTOR OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN INVESTOR'S ACQUISITION OF THE NOTES, AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THE NOTES.

In addition, U.S. Department of Labor regulation, 29 C.F.R. Section 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 the prohibited transaction provisions of Section 406 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 which has no substantial equity features. A "**Benefit Plan Investor**" means (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to the fiduciary responsibility provisions of Title I of ERISA, (ii) any "plan" (as defined in Section 4975(e)(1) of the Code) to which Section 4975 of the Code applies, or (iii) any entity whose underlying assets are deemed to include "plan assets" by reason of an employee benefit plan's or a plan's investment in the entity within the meaning of the Plan Asset Regulation. Such an entity is considered to hold "plan assets" only to the extent of the percentage of its equity interests held by Benefit Plan Investors.

The Co-Issuers do not intend to treat the Notes (other than the ERISA Restricted Notes) as "equity interests" in the Co-Issuers. However, for purposes of the Plan Asset Regulation, the Class E Notes and the Class F Notes may, and the Subordinated Notes will likely, 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 Co-Issuers will not be registered under the Investment Company Act, and it is not likely that any of the Co-Issuers 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 Co-Issuers could be considered to be the assets of any Plans that purchase the ERISA Restricted Notes. In such circumstances, in addition to considering the applicability of ERISA and Section 4975 of the Code to the ERISA Restricted Notes, a Plan fiduciary considering an investment in the ERISA Restricted Notes should consider, among other things, the applicability of ERISA and Section 4975 of the Code to transactions involving any Transaction Party or their respective Affiliates, including whether such transactions might constitute a non-exempt 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 or redemption 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 (the "**25% Limitation**"). For purposes of this determination, the value of equity interests of such Class held by a person (other than a Benefit Plan Investor) that has discretionary authority or control with respect to the assets of the entity 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 (any such person with respect to the Co-Issuers, a "**Controlling Person**").

Each purchaser and transferee Co-Issued Notes (or any interest therein) will be deemed by such purchase or acquisition to have represented, warranted and covenanted that on each day from the date on which the purchaser or transferee acquires such Note (or any interest herein) through and including the date on which it disposes of such Note (or any interest herein): either (A) it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any Similar Laws, and no part of the assets to be used by it to acquire or hold such Note or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or

Section 4975 of the Code or, in the case of a governmental, church, non-U.S. or other plan, a violation of any Similar Laws.

The Co-Issuers intend to limit equity participation by Benefit Plan Investors to less than 25% of the total value of each Class of the ERISA Restricted Notes. Each prospective purchaser of ERISA Restricted Notes on the Closing Date and each purchaser and transferee of ERISA Restricted Notes taking delivery in the form of Certificated Notes (or any interest therein) will be required to represent, warrant and covenant in writing (i) whether or not, for so long as it holds such Notes (or any interest therein) it is, or is acting on behalf of, a Benefit Plan Investor or a Controlling Person, and (ii)(A) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Notes (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or (B) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Note (or any interest therein) will not be, subject to any federal, state, local or non-U.S. law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Notes (or interest therein) by virtue of its interest and thereby subject the Issuer or the Portfolio Manager (or other persons responsible for the investment and operation of the Issuer's assets) to any Similar Laws, and (y) its acquisition, holding and disposition of such Notes (or any interest therein) will not constitute or result in a violation of any Similar Laws.

Each purchaser and transferee of ERISA Restricted Notes taking delivery in the form of an interest in Global Notes (or any interest therein) will be deemed to represent, warrant and covenant that, for so long as it holds such Global Notes (or any interest therein), it (and each account for which it is acquiring such Global Notes) is not, and is not acting on behalf of, a Benefit Plan Investor or a Controlling Person (other than a Benefit Plan Investor or a Controlling Person purchasing ERISA Restricted Notes on the Closing Date). See "*Transfer Restrictions*" below. No ERISA Restricted Notes (or any interest therein) will be sold or transferred to purchasers that have represented that they are, or are acting on behalf of, Benefit Plan Investors or Controlling Persons to the extent that such sale would result in Benefit Plan Investors owning 25% or more of the Aggregate Outstanding Amount of the Class of ERISA Restricted Notes being transferred, determined in accordance with the Plan Asset Regulation and Indenture assuming, for this purpose, that all of the representations made or deemed to be made by holders of ERISA Restricted Notes (or interests therein) are true. Each ERISA Restricted Note (or interest therein) held as principal by any of the Transaction Parties, any of their respective Affiliates and persons that have represented that they are 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 the ERISA Restricted Notes (or interests therein) will be restricted in order to comply with the aforementioned limitations. Moreover, there can be no assurance that, despite the restrictions relating to purchases by or transfers to Benefit Plan Investors and, when applicable, Controlling Persons and the procedures to be employed by the Issuer, participation by Benefit Plan Investors in any Class of ERISA Restricted Notes will not be "significant."

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 such 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 proposing to invest in any Notes should consult with its counsel to confirm that such investment will not constitute or result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA and the Code. Fiduciaries of plans subject to any Similar Laws should confirm that an investment in the Notes will not constitute or result in a violation of such Similar Laws.

It should be noted that, although subsequent transferees of ERISA Restricted Notes represented by Global Notes (or interests therein) will be deemed to represent that they are not, and are not acting on behalf of, Benefit Plan Investors or Controlling Persons, the Issuer and the Trustee will not obtain written confirmation from such transferees that such deemed representations are accurate. It is therefore possible that some or all of such subsequent transferees of ERISA Restricted Notes represented by Global Notes (or interests therein) might be Benefit Plan Investors or Controlling Persons, in violation of such representations. The possibility that some or all subsequent transferees of ERISA Restricted Notes represented by Global Notes (or interests therein) might be Benefit Plan Investors or Controlling Persons will result in increased risk that the 25% Limitation could be exceeded with respect to such Class of ERISA Restricted Notes.

If for any reason the assets of the Issuer were deemed to be "plan assets" of a Plan, certain transactions that the Issuer might enter into, or may have entered into, in the ordinary course of its business might constitute non-exempt prohibited transactions under Section 406 of ERISA or Section 4975 of the Code and might have to be rescinded at significant cost to the Issuer. The Portfolio Manager, on behalf of the Issuer, may be prevented from engaging in certain investments or other transactions or fee arrangements because they might be deemed to cause non-exempt prohibited transactions. Moreover, if the underlying assets of the Issuer were deemed to be assets constituting "plan assets," (i) the assets of the Issuer could be subject to ERISA's reporting and disclosure requirements, (ii) a fiduciary causing a Benefit Plan Investor to make an investment in the equity of the Issuer could be deemed to have delegated its responsibility to manage the assets of the Benefit Plan Investor, (iii) various providers of fiduciary or other services to the Issuer, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services, and (iv) it is not clear that Section 404(b) of ERISA, which generally prohibits Plan fiduciaries from maintaining the indicia of ownership of assets of Plans subject to Title I of ERISA outside the jurisdiction of the district courts of the United States, would be satisfied in all instances. It is hereby expressly confirmed that none of the Transaction Parties or other persons that provide marketing services, or any of their Affiliates, has provided or is providing investment advice of any kind whatsoever (whether impartial or otherwise) or is undertaking to give any advice in a fiduciary capacity, in connection with the investor's acquisition of any Notes or any interest therein.

The sale of any Notes to a Plan is in no respect a representation by any of the Co-Issuers, the Placement Agent, the Bank or the Portfolio Manager or any of their respective Affiliates that such an investment meets all relevant legal requirements with respect to investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

ANY POTENTIAL INVESTOR CONSIDERING AN INVESTMENT IN THE NOTES THAT IS, OR IS ACTING ON BEHALF OF, A PLAN IS STRONGLY URGED TO CONSULT ITS OWN LEGAL AND TAX ADVISORS REGARDING THE CONSEQUENCES OF SUCH AN INVESTMENT UNDER ERISA, THE CODE AND ANY APPLICABLE SIMILAR LAWS AND ITS ABILITY TO MAKE THE REPRESENTATIONS DESCRIBED ABOVE.

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. None of the Transaction Parties makes 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 the 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 the 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, the Subordinated Notes. The uncertainties described above (and any unfavorable future determinations concerning the legal investment or financial institution regulatory characteristics of the Notes) may affect the liquidity and market value of the Notes. Accordingly, if your investment activities are subject to legal investment laws and/or regulations, regulatory capital requirements or review by regulatory authorities, you should consult with your own legal advisors in determining whether and to what extent the Notes constitute a legal investment for you or are subject to investment, capital or other regulatory restrictions.

CAYMAN ISLANDS DATA PROTECTION

Prospective investors should note that, in certain circumstances, personal data may need to be supplied in order for an investment in the Notes to be made and for that investment in the Notes to continue.

The Issuer's use of personal data is governed by the Cayman Islands Data Protection Act (as amended) and, in respect of any EU data subjects, the EU General Data Protection Regulation (together, the "**Data Protection Legislation**").

Under the Data Protection Legislation, individual data subjects have rights and the Issuer, each as a data controller, has obligations with respect to the processing of personal data by the Issuer and its affiliates and delegates, including but not limited to the Administrator. Breach of the Data Protection Legislation by the Issuer could lead to enforcement action against it. The Issuer's privacy notice provides information on the Issuer's use of personal data under the Data Protection Legislation. The Issuer's privacy notice can be accessed on https://www.walkersglobal.com/external/SPVDPNotice.pdf.

If you are an individual prospective investor, the processing of personal data by and on behalf of the Issuer is directly relevant to you. If you are an institutional investor that provides personal data on individuals connected to you for any reason in relation to your investment in the Notes (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), this will be relevant for those individuals and you should transmit the privacy notice to such individuals or otherwise advise them of its content.

RULE 17G-5 COMPLIANCE

The Co-Issuers, in order to permit the Rating Agency to comply with its obligations under Rule 17g-5, have agreed to post on a password-protected internet website (the "**Rule 17g-5 Website**"), at or about the same time such information is provided to the Rating Agency, all information that the Co-Issuers or other parties on its behalf, including the Trustee, the Collateral Administrator and the Portfolio Manager, provide to the Rating Agency for the purposes of determining the initial credit ratings of the Secured Notes or undertaking credit rating surveillance of the Secured Notes. On the Closing Date, the Issuer will engage the Collateral Administrator, in accordance with the Collateral Administration Agreement, to assist the Issuer in complying with certain of the posting requirements under Rule 17g-5 (in such capacity, the "**Information Agent**"). Any notices or requests to, or any other written communications with or written information provided to, the Rating Agency, or any of its respective officers, directors or employees, to be given or provided to the Rating Agency pursuant to, in connection with or related, directly or indirectly, to the Indenture and the Collateral Administration Agreement, any Transaction Document relating thereto, the Portfolio Management Agreement, the Assets or the Secured Notes, will be in each case furnished directly to the Rating Agency after a copy has been delivered to the Information Agent or the Issuer for posting to the Rule 17g-5 Website.

PLAN OF DISTRIBUTION

The Co-Issuers and the Placement Agent will enter into the placement agency agreement (as such agreement may be amended from time to time, the "**Placement Agency Agreement**"), pursuant to which, on the terms and subject to the conditions contained therein, the Placement Agent will use commercially reasonable efforts to solicit offers to purchase the Notes (other than any Direct Purchase Notes (as defined below)). The Placement Agent or its Affiliates may, but are not obligated to, purchase Notes (including upon their initial issuance) for their own accounts on the Closing Date. Any Notes purchased by the Placement Agent (or an Affiliate of the Placement Agent) may be sold by the Placement Agent or such Affiliate at any time. In connection with its sale of Notes in certain jurisdictions, the Placement Agent may act through one or more of its Affiliates as agents to the extent required by local law or the Placement Agent's policy.

The Notes (other than any Direct Purchase Notes) will be offered through the Placement Agent, as Placement Agent for the Issuer or the Co-Issuers, as applicable, from time to time in negotiated transactions at varying prices to be determined, in each case, at the time of sale. The Notes (other than any Direct Purchase Notes) will be placed by the Placement Agent when, as and if issued, subject to prior sale, withdrawal, cancellation or modification of the offer without notice, to the right of the Placement Agent, to reject orders, in whole or in part, and to certain other conditions.

The Issuer will directly place the Notes issued by it and acquired by investors who are Accredited Investors and Knowledgeable Employees to the initial investors thereof, and RBC is not acting as Placement Agent with respect to such Notes (such Notes, the "**Direct Purchase Notes**"). The Issuer expects to place such Direct Purchase Notes in individually negotiated transactions.

Under the Placement Agency Agreement, the obligations of the Placement Agent to act as Placement Agent of the Co-Issuers or the Issuer, as applicable, will be subject to certain conditions.

In the Placement Agency Agreement, each of the Issuer and the Co-Issuer will agree to indemnify the Placement Agent and its Affiliates against certain liabilities under the Securities Act, the Exchange Act or otherwise, insofar as such liabilities relate to, arise out of or are connected with the transactions contemplated by the offering documents for the Notes (including the final Offering Circular and any Offering Circulars for the Notes) or the execution and delivery of, and the transactions contemplated by, the Placement Agency Agreement and the other Transaction Documents or to contribute to payments the Placement Agent or its Affiliates may be required to make in respect thereof. In addition, the Co-Issuers will agree to reimburse the Placement Agent for certain of its expenses incurred in connection with the closing of the transactions contemplated hereby.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

In the Placement Agency Agreement, the Placement Agent will agree to place the Notes (other than any Direct Purchase Notes), in each case in accordance with any material applicable laws and regulations of any state of the United States and any other relevant jurisdiction (i) within the United States to, or for the benefit of, persons that are both (x) Qualified Institutional Buyers and (y) Qualified Purchasers (or entities owned exclusively by Qualified Purchasers), purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is both a Qualified Institutional Buyer and a Qualified Purchaser (or an entity owned exclusively by Qualified Purchasers) and (ii) outside the United States to persons that are not U.S. persons, purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is a non-U.S. Person, in offshore transactions in reliance on Regulation S.

In addition, an offer or sale of Notes within the United States 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 in accordance with Rule 144A under the Securities Act.

No action has been taken or is being contemplated by the Issuer or the Co-Issuer, as applicable, 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

Ireland) where, or in any other circumstances in which, action for those purposes is required. Nothing in this Offering Circular will constitute an offer to sell or a solicitation of an offer to purchase any Notes in any jurisdiction where it is unlawful to do so absent the taking of the action or the availability of an exemption therefrom. For certain restrictions on resale of the Notes, see "Transfer Restrictions." Because of such restrictions and 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 order to facilitate the offering of the Notes, the Placement Agent (or persons acting on behalf of the Placement Agent) may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Placement Agent (or persons acting on behalf of the Placement Agent) may over-allot one or more Classes of the Notes in connection with the offering of the Notes, creating a short position in such Class or Classes of Notes for their own account; *provided* that such transactions may not be effected with a view to supporting the market price of the Notes at a level higher than the market price that might otherwise prevail. In addition, to cover overallotments or to stabilize the price of the Notes, the Placement Agent may bid for, and purchase, the Notes in the open market. The Placement Agent is not required to engage in any stabilization action or similar action. Any stabilization action may begin on or after the date on which adequate disclosure of the final terms of the offer of the Notes is made and, if begun, may be ended at any time, but any stabilization action must end no later than 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes.

The Notes are a new issue of securities for which there is currently no market. There can be no assurance that a secondary market for any Class of Notes will develop, or if one does develop, that it will continue. The Placement Agent has no obligation to make a market in any Class of Notes and any market making activity, if commenced, may be discontinued at any time. Accordingly, no assurance can be given as to the liquidity of or trading market for the Notes.

The Placement Agent will represent, warrant and agree in the Placement Agency Agreement that it has not made and will not make any invitation to the public in the Cayman Islands to subscribe for the Notes.

Purchasers of the Notes may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the purchase price.

For a description of other relationships of the Placement Agent and its Affiliates relating to the Notes and transactions described herein, see "*Risk Factors—Relating to Certain Conflicts of Interest—The Issuer will be subject to various conflicts of interest involving the Placement Agent and its Affiliates*".

TRANSFER RESTRICTIONS

Terms used in the following discussion that are defined in Rule 144A or Regulation S are used herein as defined therein. Because of the following restrictions, investors are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes. Each purchaser (including transferees and each beneficial owner of an account on whose behalf Notes are being purchased) of Notes is referred to as a "**Purchaser**." Each Purchaser that holds Certificated Notes on the Closing Date will be deemed to make the following representations and agreements (and will be required to make certain written representations, warranties and agreements in connection with its investment in such Notes).

(1) The Purchaser (i) either (A) is not a U.S. person and is acquiring Notes in reliance on the exemption from registration pursuant to Regulation S, (B) is a Qualified Institutional Buyer and is acquiring such Notes in reliance on the exemption from registration pursuant to Rule 144A or (C) is an Accredited Investor as defined in Rule 501(a) of Regulation D under the Securities Act and is acquiring such Certificated Notes subject to delivery of the written certification in the form required by the Indenture to the effect that such transfer is being made in a transaction that is exempt from, or otherwise not subject to, the registration requirements of the Securities Act and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction, (ii) is acquiring Notes in an Authorized Denomination for itself and each such account and (iii) in the case of clauses (i)(B) and (i)(C), is acquiring Notes for its own account (and not for the account of any family or other trust, any family member or any other person).

(2) In the case of Notes purchased by a U.S. person, (i) the Purchaser (A) is a Qualified Purchaser acquiring such Notes as principal for its own account (or for one or more accounts each holder of which is a Qualified Institutional Buyer and a Qualified Purchaser and with respect to which accounts the Purchaser has sole investment discretion) or a Knowledgeable Employee, (B) the Purchaser is acquiring such Notes for investment and not for sale in connection with any distribution thereof, (C) the Purchaser was not formed solely for the purpose of investing in the Notes, (D) the Purchaser is not a partnership, common trust fund or special trust, profit sharing, pension fund or other retirement plan in which partners, beneficiaries or participants, as applicable, may designate the particular investments to be made, (E) the Purchaser agrees that it will not hold such Notes for the benefit of any other person and will be the sole beneficial owner thereof for all purposes and that, in accordance with the provisions therefor in the Indenture, (F) it will not sell participation interests in such Notes or enter into any other arrangement pursuant to which any other person will be entitled to a beneficial interest in the distributions on such Notes and (G) such Notes purchased directly or indirectly by it constitute an investment of no more than 40% of the Purchaser's assets and (ii) if it would be an investment company but for the exclusions from the Investment Company Act provided by Section 3(c)(1) or Section 3(c)(7) thereof, (x) all of the beneficial owners of its outstanding securities (other than short-term paper) that acquired such securities on or before April 30, 1996 ("**pre-amendment beneficial owners**") have consented to its treatment as a "qualified purchaser" and (y) all of the pre-amendment beneficial owners of a company that would be an investment company but for the exclusions from the Investment Company Act provided by Section 3(c)(1) or Section 3(c)(7) thereof and that directly or indirectly owned any of its outstanding securities (other than short-term paper) have consented to its treatment as a "qualified purchaser." The Purchaser understands and agrees that any purported transfer of Notes to a Purchaser that does not comply with the requirements of this paragraph or that would have the effect of causing either of the Co-Issuers or the pool of collateral to be required to register as an investment company under the Investment Company Act will be null and void *ab initio*.

(3) The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in Notes, and the Purchaser is able to bear the economic risk of its investment.

(4) The Purchaser understands that the Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Notes have not been and will not be registered under the Securities Act, and, if in the future the Purchaser decides to offer, resell, pledge or otherwise transfer any interest in the Notes, such Notes may be offered, resold, pledged or otherwise transferred only in accordance with the legend on such Notes and the terms of the Indenture. The Purchaser acknowledges that no representation is made by any Transaction Party or any of their respective Affiliates as to the availability of any exemption under the Securities Act or any other securities laws for resale of the Notes.

(5) The Purchaser agrees that it will not offer or sell, transfer, assign, or otherwise dispose of any Notes or any interest therein except (i) pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, any applicable state securities laws and the Applicable Law of any other jurisdiction and (ii) in accordance with the provisions of the Indenture to which provisions it agrees it is subject.

(6) The Purchaser is not purchasing Notes with a view to the resale, distribution or other disposition thereof in violation of the Securities Act.

(7) The Purchaser understands that an investment in Notes involves certain risks, including the risk of loss of all or a substantial part of its investment. The Purchaser has had access to such financial and other information concerning any Transaction Party, the Notes and the Assets as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of Notes, including an opportunity to ask questions of and request information from the Co-Issuers and the Portfolio Manager.

(8) In connection with its purchase of Notes (i) none of the Transaction Parties or any of their respective Affiliates is acting as a fiduciary or financial or investment adviser for the Purchaser; (ii) the Purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Transaction Parties or any of their respective Affiliates; (iii) none of the Transaction Parties or any of their respective Affiliates has given to the Purchaser (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 or the documentation for such Notes; (iv) the Purchaser has consulted with its own legal, regulatory, tax, business, independent investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Notes) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Transaction Parties or any of their respective Affiliates; (v) the Purchaser has determined that the rates, prices or amounts and other terms of the purchase and sale of such Notes reflect those in the relevant market for similar transactions; (vi) the Purchaser is purchasing such Notes with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; (vii) the Purchaser understands that the Notes are illiquid and it is prepared to hold the Notes until their maturity; and (viii) the Purchaser is a sophisticated investor (*provided* that, none of the representations under sub-clauses (i) through (iv) is made with respect to the Portfolio Manager by any Affiliate of the Portfolio Manager or any account for which the Portfolio Manager or its Affiliates act as investment adviser).

(9) The Purchaser will not, at any time, offer to buy or offer to sell 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.

(10) The Purchaser understands and agrees that before any interest in a Certificated Note may be offered, resold, pledged or otherwise transferred, the transferee (or the transferor, as applicable) will be required to provide the Issuer and the Trustee with a Transfer Certificate and such other certificates or information as they may reasonably require as to compliance with the applicable transfer restrictions. Each Transfer Certificate with respect to an Issuer Only Note will include an indemnity for the benefit of the Applicable Issuers, the Trustee, the Placement Agent and the Portfolio Manager and their respective Affiliates for breaches of the representations, warranties or agreements made in the Transfer Certificate.

(11) The Purchaser understands and agrees that (i) no transfer may be made that would result in any person or entity holding beneficial ownership of any Notes in less than an Authorized Denomination and (ii) no transfer of Notes that would have the effect of requiring any of the Co-Issuers or the pool of collateral to register as an investment company under the Investment Company Act will be permitted. In connection with its purchase of Notes, the Purchaser has complied with all of the provisions of the Indenture relating to such transfer.

(12) The Purchaser understands that the Notes will bear the applicable legends to the following effect unless the Co-Issuers determine (or in the case of the Issuer Only Notes, the Issuer determines) otherwise in accordance with Applicable Law:

(a) with respect to the Secured Notes:

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 NEITHER OF THE CO-ISSUERS HAS 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 (I) (A) 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 (B) SOLELY IN THE CASE OF CERTIFICATED NOTES, TO (1)(X) INSTITUTIONAL ACCREDITED INVESTORS MEETING THE REQUIREMENTS OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT AND (Y) QUALIFIED PURCHASERS OR (2) ACCREDITED INVESTOR AS DEFINED IN RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT THAT IS A "KNOWLEDGEABLE EMPLOYEE" AS DEFINED IN RULE 3c-5 UNDER THE INVESTMENT COMPANY ACT WITH RESPECT TO THE ISSUER OR (C) 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, AND IN EACH CASE WHICH MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXCEPTION, (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION AND (III) 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 2.6 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 CO-ISSUER, THE TRUSTEE OR ANY INTERMEDIARY. THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY NON-PERMITTED HOLDER (AS DEFINED IN THE INDENTURE) OR ANY HOLDER THAT FAILS TO PROVIDE CERTAIN TAX CERTIFICATIONS OR INFORMATION, TO SELL ITS INTEREST IN THE NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

[UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC" OR THE "DEPOSITORY"), 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 IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE

& CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. TRANSFERS OF THIS GLOBAL NOTE IN WHOLE, BUT NOT IN PART, SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.]

THE PRINCIPAL AMOUNT OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY DIFFER FROM THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS AGGREGATE OUTSTANDING AMOUNT BY INQUIRY OF THE TRUSTEE.

(b) with respect to the Co-Issued Notes:

EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN), THAT EITHER (I) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE")) TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "BENEFIT PLAN INVESTOR"), OR (D) A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO 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 OR SECTION 4975 OF THE CODE ("SIMILAR LAWS"), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD THIS NOTE OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, IN A VIOLATION OF ANY SIMILAR LAWS).

THE CO-ISSUERS HAVE THE RIGHT, UNDER THE INDENTURE TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION OR SIMILAR LAW REPRESENTATION AND WARRANTY THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

(c) with respect to the Class E Notes:

[EXCEPT WITH RESPECT TO PURCHASES OF CLASS E NOTES ON THE CLOSING DATE, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT OR WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN), THAT IT IS NOT, AND IS NOT ACTING ON BEHALF OF, (I)(A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED DESCRIBED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE")), TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "BENEFIT PLAN INVESTOR") OR (II) THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE ISSUER, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "CONTROLLING PERSON").

EACH PURCHASER OF THIS NOTE ON THE CLOSING DATE FROM THE ISSUER OR THE PLACEMENT AGENT WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON, AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][1]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")) TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "**BENEFIT PLAN INVESTOR**"), OR (D) THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT

[1] In the case of Class E Notes in the form of Global Notes.

ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "**CONTROLLING PERSON**"), AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][2]

EACH PURCHASER AND EACH SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT OR WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION OF THIS NOTE (OR ANY INTEREST HEREIN) TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN) THAT, IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. 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 OR THE PORTFOLIO MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO ANY SIMILAR LAWS (AS DEFINED IN THE INDENTURE), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SIMILAR LAWS.

THE CO-ISSUERS HAVE THE RIGHT, UNDER THE INDENTURE TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION AND WARRANTY THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES 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) TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

(d) with respect to the Class F Notes:

[EXCEPT WITH RESPECT TO PURCHASES OF CLASS F NOTES ON THE CLOSING DATE, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT OR WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN), THAT IT IS NOT, AND IS NOT ACTING ON BEHALF OF, (I)(A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED DESCRIBED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF

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[2] In the case of Class E Notes in the form of Certificated Notes.

1986, AS AMENDED (THE "CODE")), TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "BENEFIT PLAN INVESTOR") OR (II) THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE ISSUER, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "CONTROLLING PERSON").

EACH PURCHASER OF THIS NOTE ON THE CLOSING DATE FROM THE ISSUER OR THE PLACEMENT AGENT WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON, AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][3]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")) TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "**BENEFIT PLAN INVESTOR**"), OR (D) THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "**CONTROLLING PERSON**"), AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][4]

EACH PURCHASER AND EACH SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND

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[3] In the case of Class F Notes in the form of Global Notes.

[4] In the case of Class F Notes in the form of Certificated Notes.

COVENANT OR WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION OF THIS NOTE (OR ANY INTEREST HEREIN) TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN) THAT, IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. 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 OR THE PORTFOLIO MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO ANY SIMILAR LAWS (AS DEFINED IN THE INDENTURE), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SIMILAR LAWS.

THE CO-ISSUERS HAVE THE RIGHT, UNDER THE INDENTURE TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION AND WARRANTY THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES 25% OR MORE OF THE TOTAL VALUE OF THE CLASS F NOTES TO BE HELD BY BENEFIT PLAN INVESTORS (DISREGARDING CLASS F NOTES OR INTERESTS THEREIN HELD BY CONTROLLING PERSONS) TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

(e) with respect to the Secured Notes [(other than the Class A Notes, the Class B-1 Notes and the Class B-2 Notes)]:

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, ORIGINAL ISSUE DATE, TOTAL AMOUNT OF OID, YIELD TO MATURITY, AND, IF APPLICABLE, THE COMPARABLE YIELD AND PROJECTED PAYMENT SCHEDULE OF THE NOTE MAY BE OBTAINED BY WRITING TO THE ISSUER AT ITS REGISTERED OFFICE.

(f) with respect to each Repriceable Class:

THE ISSUER ALSO HAS THE RIGHT, UNDER THE INDENTURE, TO CAUSE THE MANDATORY TENDER AND TRANSFER OF THIS SECURITY HELD BY ANY HOLDER THAT DOES NOT CONSENT TO A RE-PRICING WITH RESPECT TO THIS SECURITY PURSUANT TO THE APPLICABLE TERMS OF THE INDENTURE OR TO REDEEM THIS SECURITY.

(g) with respect to Subordinated Notes:

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 NEITHER OF THE CO-ISSUERS HAS BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). THIS NOTE 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 (X) 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 (Y) SOLELY IN THE CASE OF SUBORDINATED NOTES IN THE FORM OF CERTIFICATED NOTES, AN ACCREDITED INVESTOR MEETING THE REQUIREMENTS OF RULE 501(A)(1), (2), (3) OR (7) OF REGULATION D UNDER THE SECURITIES ACT OR (2) SOLELY IN THE CASE OF SUBORDINATED NOTES IN THE FORM OF CERTIFICATED NOTES, TO AN ACCREDITED INVESTOR AS DEFINED IN RULE 501(A) OF REGULATION D UNDER THE SECURITIES ACT THAT IS A "KNOWLEDGEABLE EMPLOYEE" AS DEFINED IN RULE 3C-5 UNDER THE INVESTMENT COMPANY ACT WITH RESPECT TO THE ISSUER OR (3) 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, 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 2.6 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 OR ANY INTERMEDIARY. THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE, TO COMPEL ANY NON-PERMITTED HOLDER (AS DEFINED IN THE INDENTURE) OR ANY HOLDER THAT FAILS TO PROVIDE CERTAIN TAX CERTIFICATIONS OR INFORMATION TO SELL ITS INTEREST IN THE NOTES, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

[EXCEPT WITH RESPECT TO PURCHASES ON THE CLOSING DATE, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST HEREIN), THAT IT IS NOT, AND IS NOT ACTING ON BEHALF OF, (I)(A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")) TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "**BENEFIT PLAN INVESTOR**") OR (II)

THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "CONTROLLING PERSON").

EACH PURCHASER OF THIS NOTE ON THE CLOSING DATE FROM THE ISSUER OR THE PLACEMENT AGENT WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON, AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][5]

[EACH PURCHASER OR TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT IN WRITING (I) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")) TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR A PLAN'S INVESTMENT IN THE ENTITY WITHIN THE MEANING OF 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA (EACH OF (A)-(C), A "BENEFIT PLAN INVESTOR"), OR (D) THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE TRUSTEE OR ANY OTHER PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) THAT HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS OR THAT PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO THE ASSETS OF THE CO-ISSUERS, OR ANY "AFFILIATE" (WITHIN THE MEANING OF 29 C.F.R. 2510.3-101(f)(3)) OF ANY SUCH PERSON (ANY SUCH PERSON DESCRIBED IN THIS CLAUSE (II), A "**CONTROLLING PERSON**"), AND (II) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.][6]

EACH PURCHASER AND EACH SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE REQUIRED TO REPRESENT, WARRANT AND COVENANT OR WILL BE DEEMED BY SUCH PURCHASE OR ACQUISITION OF THIS NOTE (OR ANY INTEREST HEREIN) TO HAVE REPRESENTED, WARRANTED AND COVENANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES THIS NOTE (OR ANY INTEREST HEREIN) THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF THIS NOTE (OR ANY INTEREST

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[5] In the case of Subordinated Notes in the form of Global Notes.

[6] In the case of Subordinated Notes in the form of Certificated Notes.

HEREIN) THAT, IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. 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 OR THE PORTFOLIO MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) TO ANY SIMILAR LAWS (AS DEFINED IN THE INDENTURE), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SIMILAR LAWS.

THE ISSUER HAS THE RIGHT, UNDER THE INDENTURE TO COMPEL ANY BENEFICIAL OWNER OF THIS NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON OR SIMILAR LAW REPRESENTATION AND WARRANTY THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES 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) TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

[UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC" OR THE "DEPOSITORY"), 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 IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. TRANSFERS OF THIS GLOBAL NOTE IN WHOLE, BUT NOT IN PART, SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.].

(h) with respect to all Notes:

EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT (I) NONE OF THE ISSUER, THE CO-ISSUER, THE PORTFOLIO MANAGER, THE PLACEMENT AGENT, THE TRUSTEE, THE COLLATERAL ADMINISTRATOR, THE ADMINISTRATOR OR THE CUSTODIAN OR OTHER PERSONS THAT PROVIDE MARKETING SERVICES, OR ANY OF THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE ON WHICH IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("PLAN FIDUCIARY"), HAS RELIED AS A PRIMARY BASIS IN CONNECTION WITH ITS DECISION TO INVEST IN THIS NOTE, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE, TO THE BENEFIT PLAN INVESTOR OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN INVESTOR'S ACQUISITION OF THIS NOTE, AND (II) THE PLAN FIDUCIARY IS

EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS NOTE.

(13) (a) In respect of the acquisition of ERISA Restricted Notes (or any interest therein), the Purchaser will represent, warrant and covenant in writing whether or not, for so long as it holds such Notes or any interest therein, (i) the Purchaser is, or is acting on behalf of, (a) an "employee benefit plan" (as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the fiduciary responsibility provisions of Title I of ERISA, (b) a "plan" (as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) to which Section 4975 of the Code applies, or (c) an entity whose underlying assets are deemed to include "plan assets" by reason of an employee benefit plan's or a plan's investment in the entity within the meaning of 29 C.F.R. Section 2510.3–101, as modified by Section 3(42) of ERISA (each of (a)-(c), a "**Benefit Plan Investor**") and (ii) the Purchaser is, or is acting on behalf of, the Issuer, the Co-Issuer, the Portfolio Manager, the Trustee or any other person (other than a Benefit Plan Investor) that has discretionary authority or control with respect to the assets of the Co-Issuers or that provides investment advice for a fee (direct or indirect) with respect to the assets of the Co-Issuers, or any "affiliate" (within the meaning of 29 C.F.R. Section 2510.3–101(f)(3)) of any such person (any such person described in this clause (ii), a "**Controlling Person**"). The Purchaser acknowledges that the applicable Registrar will not register any transfer of an ERISA Restricted Note (or any interest therein) to a proposed transferee that has represented that it is, or is acting on behalf of, a Benefit Plan Investor or a Controlling Person if after giving effect to such proposed transfer, persons that have represented that they are, or are acting on behalf of, Benefit Plan Investors would own 25% or more of the Aggregate Outstanding Amount of the Class of ERISA Restricted Notes being transferred, as determined in accordance with the Plan Asset Regulation and the Indenture, assuming, for this purpose, that all of the representations made (or, in the case of Global Notes, deemed to be made) by holders of such Notes (or interests therein) are true. For purposes of this determination, Notes held by the Portfolio Manager, the Trustee, any of their respective Affiliates and persons that have represented that they are Controlling Persons will be disregarded and will not be treated as Outstanding.

(b) The Purchaser understands that any ERISA Restricted Notes represented by Global Notes (or any interests therein) may not at any time be held by or on behalf of Benefit Plan Investors or Controlling Persons except for purchases of ERISA Restricted Notes in the form of Global Notes by or on behalf of Benefit Plan Investors or Controlling Persons on the Closing Date.

(c) The Purchaser agrees to indemnify and hold harmless the Co-Issuers, the Trustee, the Placement Agent and the Portfolio Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of these representations being untrue. The Purchaser understands that the representations made in this paragraph (13) will be deemed made on each day from the date of acquisition by the Purchaser of an ERISA Restricted Note (or any interest therein) through and including the date on which the Purchaser disposes of such ERISA Restricted Note (or any interest therein). The Purchaser agrees that if any of its representations under this paragraph (13) become untrue (including, without limitation, any percentage indicated in 13(a)), it will immediately notify the Issuer and the Trustee and take any other action as may be requested by them.

(d) In respect of Co-Issued Notes (or any interest therein), the Purchaser will be deemed by such purchase or acquisition to have represented, warranted and covenanted that on each day from the date on which the purchaser or transferee acquires such Note (or any interest herein) through and including the date on which it disposes of such Note (or any interest herein): either (A) it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any Similar Laws, and no part of the assets to be used by it to acquire or hold such Note or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of a governmental, church, non-U.S. or other plan, a violation of any Similar Laws.

(14) On each day the Purchaser holds ERISA Restricted Notes (or any interest therein), the Purchaser will be required or deemed to represent, warrant and covenant that (A) if the Purchaser is, or is acting on behalf of, a Benefit Plan Investor, the Purchaser's acquisition, holding and disposition of the Notes (or any interest therein) 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, (x) it is not, and for so long as it holds such Note (or any interest therein) will not be, subject to any federal, state, local or non-U.S. 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 or the Portfolio Manager (or other persons responsible for the investment and operation of the Issuer's assets) to Similar Laws, and (y) its acquisition, holding and disposition of such Notes (or any interest therein) will not constitute or result in a violation of any Similar Laws. The Purchaser understands that the representations made in this paragraph (14) will be deemed made on each day from the date of its acquisition through and including the date on which it disposes of such Notes (or any interest therein).

(15) If the Purchaser is, or is acting on behalf of, a Benefit Plan Investor, it will be further deemed to represent, warrant and agree that (i) none of the Transaction Parties or other persons that provide marketing services, or any of their respective affiliates, has provided any investment recommendation or investment advice on which it, or any fiduciary or other person investing the assets of the Benefit Plan Investor ("**Plan Fiduciary**"), has relied as a primary basis in connection with its decision to invest in the Notes, and they are not otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or the Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of the Notes, and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(16) The Purchaser will provide notice to each person to whom it proposes to transfer any interest in Notes of the transfer restrictions and representations set forth in Sections 2.5, 2.6 and 2.14 of the Indenture including the exhibits referenced therein.

(17) The Purchaser understands that each of the Issuer has the right under the Indenture to compel any Non-Permitted Holder to sell its interest in the Notes or may sell such interest in the Notes on behalf of such Non-Permitted Holder.

(18) The Purchaser is not a member of the public in the Cayman Islands.

(19) The Purchaser agrees that the Notes will be limited recourse obligations of the Issuer and the Co-Issued Notes will be limited recourse obligations of the Co-Issuer, in each case payable solely from the Assets in accordance with the Priority of Distributions. The Purchaser agrees that it will not, prior to the date which is one year (or, if longer, the applicable preference period then in effect) *plus* one day after the payment in full of all Notes, institute against, or join any other Person in instituting against, the Issuer, the Co-Issuer or any Issuer Subsidiary any bankruptcy, reorganization, arrangement, insolvency, moratorium, winding-up or liquidation proceedings, or other proceedings under Cayman Islands, U.S. federal or state bankruptcy or similar laws of any jurisdiction. In addition, the Purchaser agrees to be subject to the Bankruptcy Subordination Agreement.

(20) The Purchaser understands that the Issuer and the Portfolio Manager, on behalf of the Issuer, may receive a list of participants holding positions in the Notes from one or more book-entry depositories. With respect to a Certifying Person, the Trustee will, upon request of the Portfolio Manager, unless such Certifying Person instructs the Trustee otherwise, share the identity of such Certifying Person with the Portfolio Manager. Upon the request of the Portfolio Manager, the Trustee will request a list from DTC of participants holding positions in the Notes and will provide such list to the Portfolio Manager.

(21) The Purchaser acknowledges and agrees that (A) the express terms of the Transaction Documents govern the rights of the Holders of Notes to direct the commencement of a proceeding against any Person and the Transaction Documents contain limitations on the rights of the Holders of Notes to institute legal or other proceedings against any Person, (B) it will comply with the express terms of the applicable Transaction Documents if it seeks to institute any such proceeding, (C) the Transaction Documents do not impose any duty or obligation on the Issuer or the Co-Issuer or their respective directors, officers, shareholders, members or managers to institute on behalf of any Holder of Notes, or join any Holder of Notes or any other person in instituting, any such proceeding, including, without limitation, any proceeding against the Trustee, the Portfolio Manager, the Collateral Administrator or the Calculation Agent and (D) there are no implied rights under the Transaction Documents to direct the commencement of any such proceeding.

(22) If it is a Purchaser of Notes:

(A) The Purchaser agrees to treat the Issuer as a non-U.S. corporation, the Co-Issuer as a disregarded entity of the Issuer, the Secured Notes as debt, and the Subordinated Notes as equity, in each case, for all U.S. federal, state and local income tax purposes and to take no action inconsistent with such treatment unless required by law; provided, that any Purchaser of Class E Notes or Class F Notes may make a protective "qualified electing fund" election and file protective information returns with respect to such Notes.

(B) The Purchaser will timely furnish the Issuer or its agents any tax forms or certifications (such as an applicable IRS Form W-8 (together with appropriate attachments), IRS Form W-9, or any successors to such IRS forms) that the Issuer or its agents reasonably request in order to enable the Issuer or its agents to (A) make payments to the Purchaser without, or at a reduced rate of, withholding, (B) qualify for a reduced rate of withholding in any jurisdiction from or through which the Issuer or its agents receive payments, and (C) satisfy reporting and other obligations under the Code, Treasury regulations, or any other applicable law, and will update or replace such tax forms or certifications as appropriate or in accordance with their terms or subsequent amendments. The Purchaser acknowledges that the failure to provide, update or replace any such tax forms or certifications may result in the imposition of withholding or back up withholding upon payments to such Purchaser, or to the Issuer. Amounts withheld pursuant to applicable tax laws by the Issuer or its agents will be treated as having been paid to the Purchaser by the Issuer.

(C) The Purchaser will provide the Issuer or its agents with any correct, complete and accurate information and documentation that may be required for the Issuer and any non-U.S. Issuer Subsidiary to comply with FATCA and the CRS and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer or any non-U.S. Issuer Subsidiary or fines and penalties under the CRS on the Issuer, any non-U.S. Issuer Subsidiary or their directors. In the event the Purchaser fails to provide such information or documentation for the purposes of FATCA, or to the extent that its ownership of Notes would otherwise cause the Issuer or any non-U.S. Issuer Subsidiary to be subject to any tax under FATCA or fine or penalty under the CRS, (A) the Issuer (and any agent acting on its behalf) is authorized to withhold amounts otherwise distributable to the Purchaser as compensation for any tax imposed under FATCA or fine or penalty under the CRS as a result of such failure or the Purchaser's ownership, and (B) to the extent necessary to avoid an adverse effect on the Issuer or any non-U.S. Issuer Subsidiary as a result of such failure or the Purchaser's ownership, the Issuer will have the right to compel the Purchaser to sell its Notes and, if the Purchaser does not sell its Notes within [10] Business Days after notice from the Issuer or its agents, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any taxes incurred by the Issuer in connection with such sale) to the Purchaser as payment in full for such Notes. The Issuer may also assign each such Note a separate securities identifier in the Issuer's sole discretion. The Purchaser agrees that the Issuer, the Trustee or their agents or representatives may (1) provide any information and documentation concerning its investment in its Notes to the Cayman Islands Tax Information Authority, the IRS and any other relevant tax authority and (2) take such other steps as they deem necessary or helpful to ensure that the Issuer and any non-U.S. Issuer Subsidiary complies with FATCA and the CRS.

(23) If it is a Purchaser of Issuer Only Notes:

that is not a "United States person" (as defined in Section 7701(a)(30) of the Code), it represents that (A) either: (i) it is not a bank (within the meaning of Section 881(c)(3)(A) of the Code); (ii) after giving effect to its purchase of such Notes, it will not directly or indirectly own more than 33-1/3%, by value, of the aggregate of the Notes within such Class and any other Notes that are ranked *pari passu* with or are subordinated to such Notes, and will not otherwise be related to the Issuer (within the meaning of Treasury regulations section 1.881-3); (iii) it has provided an IRS Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the United States and includible in its gross income; or (iv) it has provided an IRS Form W-8BEN-E representing that it 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; and (B) it has not purchased the Notes in whole or in part to avoid any U.S. federal tax liability (including, without limitation, any U.S. withholding tax that would be imposed on payments on the Collateral Obligations if the Collateral Obligations were held directly by the Purchaser).

(24) If it is a Purchaser of Subordinated Notes and owns more than 50% of the Subordinated Notes by value 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)), it represents that it will (A) confirm that any member of such expanded affiliated group (assuming that each of the Issuer and any non-U.S. Issuer Subsidiary is a "registered deemed-compliant FFI" within the meaning of Treasury regulations section 1.1471-1(b)(111) (or any successor provision)) 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 either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e) (or any successor provision), and (B) 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 either a "participating FFI", a "registered 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 the Purchaser with an express waiver of this requirement.

(25) If it is a Purchaser of Subordinated Notes, 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 Sections 954(h) and (i)(2) of the Code.

(26) The Purchaser agrees to provide the Issuer or its agents with its Holder AML Information.

(27) The Purchaser acknowledges receipt of the Issuer's privacy notice (which can be accessed at https://www.walkersglobal.com/external/SPVDPNotice.pdf and provides information on the Issuer's use of personal data in accordance with the Cayman Islands Data Protection Act (as amended) and, in respect of any EU data subjects, the EU General Data Protection Regulation) and, if applicable, agrees to promptly provide the privacy notice (or any updated version thereof as may be provided from time to time) to each individual (such as any individual directors, shareholders, beneficial owners, authorized signatories, trustees or others) whose personal data it provides to the Issuer or any of its affiliates or delegates including, but not limited to, Walkers Fiduciary Limited in its capacity as administrator.

Each Purchaser of an interest in a Rule 144A Global Note will by its purchase of such an interest, be deemed to have made the representations and agreements set forth in items (3) through (9), (11), (12) and (14) through (30) in the description above of the representations and agreements applicable to Certificated Notes. In addition, each such Purchaser shall by its purchase of such an interest be deemed to have made the following representations and agreements:

(1) The Purchaser is (A) a Qualified Institutional Buyer that is not a broker-dealer that owns and invests on a discretionary basis less than $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 plan, if investment decisions with respect to the plan are made by beneficiaries of the plan (B) aware that the sale of Notes to it is being made in reliance on the exemption from registration provided by Rule 144A, (C) acquiring such Notes for its own account or for one or more accounts, each holder of which is a Qualified Institutional Buyer and as to each of which accounts the Purchaser exercises sole investment discretion and (D) acquiring such Notes in an Authorized Denomination.

(2) The Purchaser is a Qualified Purchaser acquiring such Notes as principal for its own account (or for one or more accounts, each holder of which is a Qualified Institutional Buyer and a Qualified Purchaser as to each of which accounts the Purchaser exercises sole investment discretion) for investment and not for sale in connection with any distribution thereof, the Purchaser was not formed solely for the purpose of investing in the Notes and is not a (A) partnership, (B) common trust fund, (C) special trust or (D) pension, profit sharing or other retirement trust fund or plan in which partners, beneficiaries or participants, as applicable, may designate the particular investments to be made, and the Purchaser agrees that it will not hold such Notes for the benefit of any other Person and will be the sole beneficial owner thereof for all purposes and that except as expressly provided in the Indenture, it will not sell participation interests in such Notes or enter into any other arrangement pursuant to which any other person will be entitled to a beneficial interest in the distributions on such Notes and further that such Notes purchased directly or indirectly by it constitute an investment of no more than 40% of the Purchaser's assets. The Purchaser understands and agrees that any purported transfer of Notes to a person that does not comply with the requirements of this

paragraph or that would have the effect of causing either of the Co-Issuers or the pool of collateral to be required to register as an investment company under the Investment Company Act shall be null and void *ab initio*.

(3) The Purchaser understands that interests in Rule 144A Global Notes may not at any time be held by or on behalf of a Person that is not a Qualified Institutional Buyer and a Qualified Purchaser. Before any interest in a Rule 144A Global Note may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note or a Certificated Note, the transferor (or the transferee, as applicable) will be required to provide the Trustee with a Transfer Certificate as to compliance with the transfer restrictions set forth in the Indenture.

(4) With respect to the acquisition of ERISA Restricted Notes in the form of Global Notes (or any interest therein), for so long as it holds such Notes (or any interest therein), the Purchaser is not, and is not acting on behalf of, a Benefit Plan Investor or a Controlling Person except with respect to purchases by Benefit Plan Investors and Controlling Persons of ERISA Restricted Notes on the Closing Date. The Purchaser understands that any ERISA Restricted Notes represented by Global Notes (and any interest therein) may not at any time be held by or on behalf of Benefit Plan Investors or Controlling Persons except for purchases of ERISA Restricted Notes in the form of Global Notes by Benefit Plan Investors and Controlling Persons on the Closing Date. The Purchaser understands that the representations made in this paragraph (4) will be deemed to be made on each day from the date of its acquisition through and including the date on which it disposes of such Notes (or any interest therein).

Each Purchaser of an interest in a Regulation S Global Note will by its purchase of such an interest be deemed to have made the representations and agreements set forth in items (3) through (9), (11), (12) and (14) through (30) and in the description above of the representations and agreements applicable to Certificated Notes. In addition, each such Purchaser will by its purchase of such an interest be deemed to have made the following representations and agreements:

(1) The Purchaser is not, and will not be, a U.S. person or a U.S. resident for purposes of the Investment Company Act, and its purchase of Notes will comply with all Applicable Law in any jurisdiction in which it resides or is located and is in an Authorized Denomination. The Purchaser is aware that the sale of Notes to it is being made in reliance on the exemption from registration under the Securities Act provided by Regulation S.

(2) The Purchaser understands that Notes offered in reliance on Regulation S may not at any time be held by or on behalf of U.S. persons. Before any interest in a Regulation S Global Note may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Note or a Certificated Note, the transferor (or the transferee, as applicable) will be required to provide the Trustee with a Transfer Certificate as to compliance with the transfer restrictions set forth in the Indenture.

(3) With respect to the acquisition of ERISA Restricted Notes in the form of Regulation S Global Notes (or any interest therein), for so long as it holds such Notes (or any interest therein), the Purchaser is not, and is not acting on behalf of, a Benefit Plan Investor or Controlling Person except with respect to purchases of ERISA Restricted Notes by Benefit Plan Investors and Controlling Persons on the Closing Date. The Purchaser understands that any ERISA Restricted Notes represented by Regulation S Global Notes (and any interest therein) may not at any time be held by or on behalf of Benefit Plan Investors or Controlling Persons except for purchases of ERISA Restricted Notes in the form of Regulation S Global Notes by Benefit Plan Investors and Controlling Persons on the Closing Date. The Purchaser understands that the representations made in this paragraph (3) will be deemed to be made on each day from the date of its acquisition through and including the date on which it disposes of such Notes (or any interest therein).

Transfers of Notes

Transferors of a Certificated Note must surrender the certificate at the office of any transfer agent duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Applicable Issuer and the applicable Registrar duly executed by the Holder thereof or its attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the applicable Registrar, which requirements include membership or participation in the "Securities Transfer Agents Medallion Program (STAMP)" or such other "signature guarantee program" as may be determined by the applicable Registrar in addition to, or in substitution for, STAMP, all in accordance with the Exchange Act. Upon such surrender and compliance with the

requirements described herein (including a Transfer Certificate from the transferee), a new Certificated Note will be issued, registered in the name of the transferee or transferees (and the Holder, in the case of a transfer of only part of such transferor's Certificated Note), in any Authorized Denomination and of a like aggregate principal amount or number of shares, as applicable, and will be obtainable through any transfer agent. The Trustee will act as transfer agent for the Notes under the Indenture and the Issuer will have the right to appoint additional transfer agents. Subject to the foregoing, the Issuer will have the right at any time to terminate any such appointment and to appoint any other transfer agents in such other places as it may deem appropriate upon notice given in accordance with the Indenture.

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in immediately available funds. Transfers between participants in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

GENERAL INFORMATION

(1) For the term of the Notes, copies of the Memorandum and Articles of Association of the Issuer, the Certificate of Formation and Limited Liability Company Agreement of the Co-Issuer and the Indenture will be available for inspection in electronic form at the office of the Trustee.

(2) Since its organization, neither the Issuer nor the Co-Issuer has commenced trading, published annual reports or accounts, established any accounts or declared any dividends, except for the transactions described herein.

(3) Neither of the Co-Issuers is, or has since organization been, involved in any governmental, litigation or arbitration proceedings relating to claims in amounts which may have or have had a significant effect on the financial positions or profitability of the Co-Issuers, nor, so far as the Co-Issuers are aware, is any such governmental, litigation or arbitration proceedings involving it pending or threatened.

(4) The issuance by the Issuer of the Notes will be authorized by the board of directors of the Issuer by resolutions to be passed prior to the Closing Date and the issuance by the Co-Issuer of the Co-Issued Notes will be authorized by the manager of the Co-Issuer by resolutions to be passed prior to the Closing Date.

(5) The Issuer is not required by Cayman Islands law, and the Issuer does not intend, to publish annual reports and accounts. The Co-Issuer is not required by Delaware State law, and the Co-Issuer does not intend, to publish annual reports and accounts. 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.

(6) The Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Notes, as applicable, have been accepted for clearance through Clearstream and Euroclear. The Notes sold to persons that are Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by Rule 144A Global Notes have been accepted for clearance through DTC. The CUSIP Numbers and International Securities Identification Numbers (ISIN) for the Notes are as indicated below, as applicable. The Common Codes for the Notes are available upon request from the Trustee.

	Rule 144A Global	
	CUSIP	**ISIN**
Class A Notes.....	[●]	[●]
Class B-1 Notes.....	[●]	[●]
Class B-2 Notes.....	[●]	[●]
Class C Notes.....	[●]	[●]
Class D Notes.....	[●]	[●]
Class E Notes.....	[●]	[●]
Class F Notes.....	[●]	[●]
Subordinated Notes.....	[●]	[●]

	Regulation S Global	
	CUSIP	**ISIN**
Class A Notes.....	[●]	[●]
Class B-1 Notes.....	[●]	[●]
Class B-2 Notes.....	[●]	[●]
Class C Notes.....	[●]	[●]
Class D Notes.....	[●]	[●]
Class E Notes.....	[●]	[●]
Class F Notes.....	[●]	[●]
Subordinated Notes.....	[●]	[●]

	Accredited Investor	
	CUSIP	**ISIN**
Class A Notes.....	[●]	[●]
Class B-1 Notes.....	[●]	[●]
Class B-2 Notes.....	[●]	[●]
Class C Notes.....	[●]	[●]
Class D Notes.....	[●]	[●]
Class E Notes	[●]	[●]
Class F Notes	[●]	[●]
Subordinated Notes.....	[●]	[●]

REPORTS

For each calendar month in which the Secured Notes are Outstanding, except a month in which a Distribution Date occurs, commencing in [●] 20[●], the Issuer will compile and make available (or cause to be compiled and made available) (including, at the election of the Issuer, via appropriate electronic means acceptable to the recipient) to any Holder of Notes, a monthly report (the "**Monthly Report**"). The Monthly Report will set out, among other things, information relating to the Notes, the Collateral Obligations (including, without limitation, the Diversity Score) and Eligible Investments included in the Assets and certain tests (based, in part, on information provided by the Portfolio Manager). Prior to the publication to Holders of Notes of the first Monthly Report, any Holder of Notes may make written requests to the Portfolio Manager in relation to such information. Furthermore, the Issuer will (or will cause the Collateral Administrator to) prepare a distribution report (the "**Distribution Report**"), determined as of the close of business on the related Determination Date preceding a Distribution Date (other than a Distribution Date designated by the Portfolio Manager as described in the definition thereof), and make available such Distribution Report (including, at the election of the Issuer, via appropriate electronic means acceptable to the recipient), to any Holder of Notes and will include the same information set forth in the Monthly Report, information regarding distributions being made on the related Distribution Date and the Aggregate Outstanding Amount of each Class of Notes following such distributions, except that if the Secured Notes are no longer Outstanding, the Distribution Report will no longer include the same information set forth in the Monthly Report (except to the extent such Monthly Report relates to a Redemption Date for a Refinancing which is not otherwise a Scheduled Distribution Date). The Monthly Report, the Distribution Report and any notices required to be provided to the Holders of Notes pursuant to the terms of the Indenture will be made available by the Trustee on its internet website. The Trustee shall cause a copy of such reports to be made available in electronic format to Intex Solutions, Inc., Bloomberg L.P., Valitana LLC or any other valuation provider deemed necessary by the Issuer.

LEGAL MATTERS

Certain legal matters with respect to the Notes will be passed upon for the Portfolio Manager by Milbank LLP. Certain matters with respect to Cayman Islands law will be passed upon for the Issuer by Walkers (Cayman) LLP. Certain legal matters with respect to the Co-Issuers and the Placement Agent will be passed upon by Allen & Overy LLP. Certain matters with respect to U.S. federal tax will be passed upon for the Issuer by Milbank LLP.

GLOSSARY OF DEFINED TERMS

"**Accounts**" means each of (a) the Payment Account, (b) the Interest Collection Account, (c) the Subordinated Note Principal Collection Account, (d) the Secured Notes Principal Collection Account, (e) the Ramp-Up Interest Account, (f) the Subordinated Note Ramp-Up Account, (g) the Secured Notes Ramp-Up Account, (h) the Subordinated Note Revolver Funding Account, (i) the Secured Notes Revolver Funding Account, (j) the Expense Reserve Account, (k) the Ongoing Expense Smoothing Account, (l) the Reserve Account, (m) the Subordinated Note Custodial Account, (n) the Secured Notes Custodial Account, (o) the Permitted Use Account and (p) each Hedge Counterparty Collateral Account (if any).

"**Accreted Value**" means, with respect to any Zero-Coupon Obligation, the aggregate amount of accrued and unpaid interest thereon.

"**Additional Junior Notes Proceeds**" means the proceeds of an additional issuance of additional Subordinated Notes and/or additional Junior Mezzanine Notes.

"**Adjusted Collateral Principal Amount**" means as of any date of determination:

(a) the Aggregate Principal Balance of the Collateral Obligations (including the funded and unfunded balance of any Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, but excluding Defaulted Obligations, Purchased Discount Obligations, Deferring Obligations, Discount Obligations and Long-Dated Obligations); *plus*

(b) without duplication, the amounts on deposit in the Accounts representing Principal Proceeds (including Eligible Investments therein) (*provided* that, with respect to the Permitted Use Account, only amounts that have been designated for application as Principal Proceeds pursuant to the definition of "Permitted Use" shall be included in this clause (b)); *plus*

(c) (i) for all Defaulted Obligations that have been Defaulted Obligations for less than three years, the lower of its (x) S&P Collateral Value and (y) if such Defaulted Obligation is a Zero-Coupon Obligation, its Accreted Value, (ii) for each Deferring Obligation, its S&P Collateral Value, and (iii) for all Defaulted Obligations that have been Defaulted Obligations for three or more years, zero; *plus*

(d) with respect to each Discount Obligation and Purchased Discount Obligation, the product of (i) the Principal Balance of such Discount Obligation as of such date, *multiplied by* (ii) the purchase price of such Discount Obligation (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 Portfolio Manager, the amount of any related transaction costs (including assignment fees) paid by the Issuer to the seller of the Collateral Obligation or its agent; *plus*

(e) with respect to each Long-Dated Obligation, (i) if such Long-Dated Obligation has a stated maturity that is one year or less after the earliest Stated Maturity of the Notes, [90]% multiplied by its Principal Balance, (ii) if such Long-Dated Obligation has a stated maturity that is more than one year but less than or equal to two years after the earliest Stated Maturity of the Notes, [80]% multiplied by its Principal Balance and (iii) if such Long-Dated Obligation has a stated maturity that is more than two years after the earliest Stated Maturity of the Notes, [70]% multiplied by its Principal Balance; *minus*

(f) the Excess CCC/Caa Adjustment Amount;

provided that, with respect to any Collateral Obligation that satisfies more than one of the definitions under clauses (c) through (f) above shall, for the purposes of this definition, be treated as belonging to the category of Collateral Obligations which results in the lowest Adjusted Collateral Principal Amount on any date of determination; *provided*, *further*, that with respect to any Issuer Subsidiary Asset held by an Issuer Subsidiary, for purposes of this definition and the calculation of any Overcollateralization Ratio, such Issuer Subsidiary Asset will be treated in the same manner as if it were held directly by the Issuer.

"**Adjusted Target Par Balance**" means the amount specified below for the applicable Interest Accrual Period (listed sequentially, starting with the Interest Accrual Period commencing on the Closing Date) *minus* (a) any reduction in the Aggregate Outstanding Amount of the Notes through the Priority of Distributions *plus* (b) the aggregate amount of Principal Proceeds that result from the issuance of any Additional Notes (after giving effect to such issuance of any Additional Notes but excluding (i) the amount of additional Subordinated Notes or Junior Mezzanine Notes issued in excess of the *pro rata* issuance amount, if any, of such Subordinated Notes or Junior Mezzanine Notes required in connection with any related additional issuance of Secured Notes and (ii) any additional Subordinated Notes or Junior Mezzanine Notes issued without any Secured Notes).

Interest Accrual Period	Adjusted Target Par Balance ($)
1	[●]
2	[●]
3	[●]
4	[●]
5	[●]
6	[●]
7	[●]
8	[●]
9	[●]
10	[●]
11	[●]
12	[●]
13	[●]
14	[●]
15	[●]
16	[●]
17	[●]
18	[●]
19	[●]
20	[●]
21	[●]
22	[●]
23	[●]
24	[●]
25	[●]
26	[●]
27	[●]
28	[●]
29	[●]
30	[●]
31	[●]
32	[●]
33	[●]
34	[●]
35	[●]
36	[●]
37	[●]
38	[●]
39	[●]
40	[●]

Interest Accrual Period	Adjusted Target Par Balance ($)
41	[●]
42	[●]
43	[●]
44	[●]
45	[●]
46	[●]
47	[●]
48	[●]
49	[●]
50	[●]
51	[●]
52	[●]
53	[●]

"**Administrative Expense Cap**" means an amount equal on any Distribution Date (when taken together with any Administrative Expenses paid in the order of priority contained in the definition thereof during the period since the preceding Distribution Date or, in the case of the first Distribution Date, the Closing Date) to the sum of (a) [0.0225]% *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year and the actual number of days elapsed) of the Fee Basis Amount on the Determination Date relating to the immediately preceding Distribution Date (or, for purposes of calculating this clause (a) in connection with the first Distribution Date, on the Closing Date) and (b) U.S.$[200,000] *per annum* (prorated for the related Interest Accrual Period on the basis of a 360-day year comprised of twelve 30-day months); *provided however* that, if the amount of Administrative Expenses paid pursuant to clause (A) of the Priority of Interest Proceeds (including any excess applied in accordance with this proviso) on the three immediately preceding Distribution Dates or 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 Distribution Dates, the excess may be applied to the Administrative Expense Cap with respect to the then-current Distribution Date; *provided*, *further*, that in respect of each of the first three Distribution Dates from the Closing Date, such excess amount will be calculated based on the Distribution Dates, if any, preceding such Distribution Date.

"**Administrative Expenses**" means the fees, expenses (including indemnities) and other amounts due or accrued with respect to any Distribution Date and payable in the following order by the Issuer or the Co-Issuer: *first*, on a *pari passu* basis to the Trustee (including indemnities) pursuant to the Indenture and to the Bank or its Affiliates (including indemnities) in each of their capacities under the applicable Transaction Documents, including as Collateral Administrator and Custodian, *second*, to make any capital contribution to an Issuer Subsidiary necessary to pay any taxes or governmental fees owing by such Issuer Subsidiary that are not otherwise paid by such Issuer Subsidiary, and then, *third*, on a *pro rata* basis to:

(a) the Independent accountants, agents (other than the Portfolio Manager) and counsel of the Issuer for fees and expenses;

(b) the Rating Agency for fees and expenses (including 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;

(c) the Portfolio Manager under the Indenture and the Portfolio Management Agreement, including without limitation reasonable fees and expenses of the Portfolio Manager (but excluding the Management Fee) payable under the Portfolio Management Agreement;

(d) the Administrator pursuant to the Administration Agreement;

(e) the Independent Review Party for fees, indemnities and expenses incurred under the terms of its appointment;

(f) the independent manager of the Co-Issuer for any fees or expenses due under the management agreement between the Issuer and the independent manager;

(g) expenses and fees related to Refinancings and Re-Pricings (including reserves established for Refinancings and Re-Pricings expected to occur prior to the next Distribution Date); and

(h) 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 expenses incurred in connection with setting up and administering Issuer Subsidiaries or complying with FATCA and the CRS or otherwise complying with tax laws, the payment of facility rating fees 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, including any Excepted Advances and any expenses relating to a completed or contemplated Refinancing or Re-Pricing) and the Notes, including but not limited to, amounts owed to the Co-Issuer pursuant to the Indenture, any amounts due in respect of the listing of the Notes on any stock exchange or trading system, any costs associated with producing Certificated Notes; *provided* that, (A) for the avoidance of doubt, amounts that are specified as payable under the Priority of Distributions that are not specifically identified therein as Administrative Expenses (including, without limitation, interest and principal in respect of the Notes and amounts owing to Hedge Counterparties) shall not constitute Administrative Expenses, (B) the Portfolio Manager may direct the payment of Rating Agency fees (only out of amounts available pursuant to clause (b) of the definition of "Administrative Expense Cap") other than in the order required above if the Portfolio Manager, the Trustee or the Issuer have been advised by the Rating Agency that the non-payment of its fees will imminently result in the withdrawal of any currently assigned rating on any Outstanding Class of Secured Notes and (C) the Portfolio Manager, in its reasonable discretion, may direct a non-*pro rata* payment to be paid prior to the fourth priority above if required to ensure the delivery of continued accounting services and reports set forth in the Indenture.

"**Affiliate**" or "**Affiliated**" 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 or employee (i) of such Person, (ii) of any subsidiary or parent company of such Person or (iii) of any Person described in clause (a) above; *provided* that, (a) neither the Administrator nor any special purpose entity for which it acts as share trustee or administrator shall be deemed to be an Affiliate of the Issuer or the Co- Issuer solely because the Administrator or any of its Affiliates serves as administrator or share trustee for the Issuer or the Co-Issuer and (b) an obligor will not be considered an Affiliate of any other obligor solely due to the fact that each such obligor is under the control of the same financial sponsor. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote more than 50% of the securities having ordinary voting power for the election of directors of any such Person or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; *provided* that, no special purpose company to which the Portfolio Manager provides investment advisory services shall be considered an Affiliate of the Portfolio Manager; *provided*, *further*, that no entity to which the Administrator provides share trustee and/or administration services, including the provision of directors, will be considered to be an Affiliate of the Issuer solely by reason thereof. For the avoidance of doubt, (A) for the purposes of calculating compliance with clause (ix) of the Concentration Limitations, an obligor will not be considered an Affiliate of any other obligor solely due to the fact that each such obligor is under the control of the same financial sponsor and (B) obligors in respect of Collateral Obligations shall be deemed not to be Affiliates if they have distinct corporate family ratings and/or distinct issuer credit ratings.

"**Agent Members**" means members of, or participants in, DTC, Euroclear or Clearstream.

"**Aggregate Coupon**" means as of any Measurement Date, the sum of the products obtained by *multiplying*, for each fixed rate Collateral Obligation (including, for any Deferring Obligation, only the interest thereon currently required to be paid in cash pursuant to the Underlying Instruments and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations), (x) the stated coupon on such Collateral Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Obligation; *provided* that, except for purposes of calculating the S&P CDO Monitor Test, the stated coupon with respect to any Purchased Discount Obligation will be the stated coupon calculated in accordance with clause (x) above divided by the purchase price (expressed as a percentage) thereof.

"**Aggregate Excess Funded Spread**" means, as of any Measurement Date, the greater of (i) zero and (ii) the amount obtained by *multiplying*:

(a) the weighted average Benchmark Rate with respect to the floating rate Collateral Obligations held by the Issuer (as determined by the Portfolio Manager as of such Measurement Date); *by*

(b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Obligations (excluding any Defaulted Obligations, the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation and, for any Partial Deferrable Obligation, any interests that has been deferred and capitalized thereon) as of such Measurement Date *minus* (ii) the Reinvestment Target Par Balance.

"**Aggregate Funded Spread**" means, as of any Measurement Date, the sum of:

(a) in the case of each floating rate Collateral Obligation (including, for any Partial Deferrable Obligation, only the interest thereon currently required to be paid in cash pursuant to the Underlying Instruments but excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation and any Defaulted Obligation) that bears interest at a spread over a Term SOFR Reference Rate, (i) the stated interest rate spread on such Collateral Obligation (including any credit spread adjustment or modifier) above such Term SOFR Reference Rate multiplied by (ii) the outstanding Principal Balance of such Collateral Obligation; provided that, for purposes of this clause (a), the interest rate spread upon which such floating rate Collateral Obligation bears interest will be deemed to be, with respect to any Reference Rate Floor Obligation, (i) the stated interest rate spread, including any credit spread adjustment or modifier, plus, (ii) if positive, (x) the interest rate floor value minus (y) such Term SOFR Reference Rate as in effect for such floating rate Collateral Obligation;

(b) in the case of each floating rate Collateral Obligation (including, for any Partial Deferrable Obligation, only the interest thereon currently required to be paid in cash pursuant to the Underlying Instruments but excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation and any Defaulted Obligation) that bears interest at a spread over the London interbank offered rate, (i) the stated interest rate spread on such Collateral Obligation above such London interbank offered rate multiplied by (ii) the outstanding Principal Balance of such Collateral Obligation; provided that, for purposes of this clause (b), the interest rate spread upon which such floating rate Collateral Obligation bears interest will be deemed to be, with respect to any Reference Rate Floor Obligation, (i) the stated interest rate spread plus, (ii) if positive, (x) the interest rate floor value minus (y) such London interbank offered rate as in effect for such floating rate Collateral Obligation; and

(c) in the case of each floating rate Collateral Obligation (including, for any Partial Deferrable Obligation, only the interest thereon currently required to be paid in cash pursuant to the Underlying Instruments but excluding the unfunded portion of any Delayed Drawdown Collateral Obligation and Revolving Collateral Obligation and any Defaulted Obligations) that bears interest at a spread over an index other than a Term SOFR Reference Rate or London interbank offered rate, (i) the stated interest rate spread on such Collateral Obligation (including any credit spread adjustment or modifier) above such index multiplied by (ii) the outstanding Principal Balance of such Collateral Obligation; provided that, for purposes of this clause (c), the interest rate spread upon which such floating rate Collateral Obligation bears interest will be deemed to be, with respect to any Reference Rate Floor Obligation, (i) the stated interest rate spread, including any credit spread adjustment or modifier, plus, (ii) if positive, (x) the interest rate floor value minus (y) such index as in effect for such floating rate Collateral Obligation;

provided that, the interest rate spread with respect to (x) any Step-Up Obligation will be the then-current interest rate spread, (y) any Step-Down Obligation will be the lower of the then-current rate and any future rate and (z) except for purposes of calculating the S&P CDO Monitor Test, any Purchased Discount Obligation will be the interest rate calculated in accordance with clause (a), clause (b) or clause (c) above, as applicable, divided by the purchase price (expressed as a percentage) thereof; *provided*, further, that, for purposes of the S&P CDO Monitor Test, the stated interest rate spread on any Collateral Obligation shall be deemed to be the excess of (i) the sum of the stated interest rate spread on such Collateral Obligation plus the applicable reference rate index over (ii) the Benchmark Rate with respect to the Floating Rate Notes.

"**Aggregate Outstanding Amount**" means with respect to any of the Notes as of any date, the aggregate principal amount of such Notes that is Outstanding on such date.

"**Aggregate Principal Balance**" means, when used with respect to all or a portion of the Collateral Obligations or the Pledged Obligations, the sum of the Principal Balances of all or of such portion of the Collateral Obligations or Pledged Obligations, respectively.

"**Aggregate Ramp-Up Par Amount**" means an amount equal to U.S.$[●].

"**Aggregate Ramp-Up Par Condition**" means a condition satisfied as of any date of determination if the Issuer has purchased, or entered into binding commitments to purchase, Collateral Obligations, including Collateral Obligations acquired by the Issuer on or prior to the Closing Date, having an Aggregate Principal Balance (*provided* that, the Principal Balance of any Defaulted Obligation shall be its S&P Collateral Value) that in the aggregate equals or exceeds the Aggregate Ramp-Up Par Amount, without regard to (i) prepayments, maturities, redemptions or sales or (ii) prepayments, maturities, redemptions or sales that are expected to occur in the future (as determined by the Portfolio Manager); *provided* that, (A) in each case, such prepayments, maturities, redemptions and sales may only be disregarded to the extent that the proceeds thereof have not been used to purchase (or committed to purchase) additional Collateral Obligations and (B) sales may only be disregarded to the extent that such sales account for less than or equal to (i) the product of 5.0% *multiplied by* the Aggregate Ramp-Up Par Amount (the "**ARUP Sale Amount**") less (ii) the positive difference, if any, between the Issuer's purchase price (expressed as a Dollar amount) of the Collateral Obligations sold as part of the ARUP Sale Amount and the sales price thereof (expressed as a Dollar amount).

"**Aggregate Unfunded Spread**" means 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.

"**Aggregated Reinvestment**" means a series of reinvestments occurring within and up to a 15 Business Day period including the date of such reinvestment and ending no later than the end of the current Collection Period with respect to which (x) the Portfolio Manager notes in its records that the sales, prepayments and purchases constituting such series are subject to the terms of the Indenture with respect to Aggregated Reinvestments, and (y) the Portfolio Manager reasonably believes that the criteria specified in the Indenture applicable to each reinvestment in such series will be satisfied on an aggregate basis for such series of reinvestments; provided that, (i) the Aggregate Principal Balance purchased of any one Aggregated Reinvestment may not exceed [7.5] % of the Collateral Principal Amount; (ii) if the criteria specified in the Indenture applicable to each reinvestment in an Aggregated Reinvestment are not satisfied on an aggregate basis within such 15 Business Day period, the Portfolio Manager will provide notice to the Rating Agency; (iii) in no event may there be more than one outstanding Aggregated Reinvestment at any time; (iv) the Portfolio Manager may modify any Aggregated Reinvestment during such 15 Business Day period, and such modification will not be deemed a failure of such Aggregated Reinvestment; and (v) so long as the criteria specified in the Indenture applicable to each reinvestment in such series are satisfied upon the expiry of such 15 Business Day period, the failure of any term or assumption shall not be deemed a failure of such Aggregated Reinvestment.

"**Applicable Issuer**" or "**Applicable Issuers**" means, with respect to the Notes of any Class, the Issuer or each of the Co-Issuers, as applicable.

"**Applicable Law**" means, with respect to any Person or property of such Person, any action, code, consent decree, constitution, decree, directive, enactment, finding, guideline, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, formal guidance, promulgation, regulation, requirement, rule, rule of law, rule of public policy, settlement agreement, statute, writ, or any particular section, part or provision thereof, of any Governmental Authority to which the Person in question is subject or by which it or any of its property is bound.

"**Approved Exchange**" means, with respect to any Workout Security, any major securities or options exchange, the NASDAQ or any other exchange or quotation system providing regularly published securities prices designated by the Issuer in writing to the Portfolio Manager and the Collateral Administrator.

"**Available Redemption Interest Proceeds**" means, in connection with a Partial Redemption, Re-Pricing or Refinancing where the Redemption Date or Re-Pricing Date, as applicable, is not a Scheduled Distribution Date, Interest Proceeds in an amount equal to the sum of (a) the lesser of (i) the amount of accrued interest on the Classes being refinanced or re-priced (in the case of a Partial Redemption Date or a Re-Pricing Date, after giving effect to payments under the Priority of Interest Proceeds if such date would have been a Distribution Date without regard to the Partial Redemption or Re-Pricing) and (ii) the amount the Portfolio Manager reasonably determines would have been available for distribution under the Priority of Distributions for the payment of accrued interest on the Classes being refinanced or re-priced on the next subsequent Distribution Date if such Notes had not been refinanced or re-priced, in each case to the extent the related Interest Proceeds are received, in the case of a Redemption Date or Re-Pricing Date which is not a Distribution Date, no later than the Business Day immediately preceding such Redemption Date or Re-Pricing Date, *plus* (b) if the Redemption Date is not a Distribution Date, (i) the amount the Portfolio Manager reasonably determines would have been available for distribution under the Priority of Distributions for the payment of Administrative Expenses on the next subsequent Distribution Date and (ii) any reserve established by the Issuer with respect to such Partial Redemption, Re-Pricing or Redemption Date.

"**Average Life**" means, 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.

"**Bank**" means U.S. Bank Trust Company, National Association, a national banking association (including any organization or entity succeeding to all or substantially all of the corporate trust business of U.S. Bank Trust Company, National Association) and any successor thereto.

"**Bankruptcy Law**" means the federal Bankruptcy Code, Title 11 of the United States Code, Part V of the Companies Act (as amended) of the Cayman Islands and the Companies Winding Up Rules (as amended) of the Cayman Islands, each as amended from time to time.

["**Benchmark Rate**" means, with respect to any Floating Rate Notes, initially Term SOFR; provided, that if the Term SOFR Reference Rate component of Term SOFR or the then-current Benchmark Rate is unavailable or no longer reported, as determined by the Designated Transaction Representative on any date of determination, then upon written notice from the Designated Transaction Representative to the Issuer, the Calculation Agent, the Collateral Administrator and the Trustee of the occurrence of such event and the designation of a Fallback Rate, and "Benchmark Rate" shall mean such "Fallback Rate" for all purposes relating to the Floating Rate Notes in respect of such determination on such date and all determinations on all subsequent dates; provided that, if at any time such rate determined in accordance with the Indenture would be a rate less than zero, then such rate shall be deemed to be zero for all purposes under the Indenture.]

"**Benchmark Replacement Rate Conforming Changes**" means, with respect to any Fallback Rate, any technical, administrative or operational changes (including changes to the definition of "Interest Accrual Period," timing and frequency of determining rates and other administrative matters) that the Designated Transaction Representative decides, with the consent of a Majority of the Subordinated Notes, may be appropriate to reflect the adoption of such rate in a manner substantially consistent with market practice (or, if the Designated Transaction Representative decides that adoption of any portion of such market practice is not administratively feasible or if the Designated Transaction Representative determines that no market practice for use of such rate exists, in such other manner as the Designated Transaction Representative determines is reasonably necessary with the consent of a Majority of the Controlling Class and a Majority of the Subordinated Notes).

"**Bond**" means any fixed or floating rate debt security that is not a loan or an interest therein and is issued by a corporation, limited liability company, partnership or trust.

"**Bond Yield Change**" means the change in implied yield spread relative to the Eligible Bond Index as calculated by the Portfolio Manager in its commercially reasonable judgment.

"**Bridge Loan**" means any obligation or debt security incurred or issued in connection with a merger, acquisition, consolidation, sale of all or substantially all of the assets of a person or entity, restructuring or similar

transaction, which obligation or security by its terms is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings (other than any additional borrowing or refinancing if one or more financial institutions has provided the issuer of such obligation or security with a binding written commitment to provide the same, so long as (i) such commitment is equal to the outstanding principal amount of the Bridge Loan and (ii) such committed replacement facility has a maturity of at least one year and cannot be extended beyond such one year maturity pursuant to the terms thereof).

"**Business Day**" means any day other than (a) a Saturday or a Sunday or (b) a day on which commercial banks are authorized or required by Applicable Law to close in New York, New York or in the city in which the principal 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 or a Deferring Obligation) with a Moody's Rating of "Caa1" or lower.

"**Cayman FATCA Legislation**" means the Cayman Islands Tax Information Authority Act (as amended) (together with regulations and guidance notes made pursuant to such law).

"**CCC/Caa Excess**" means the excess, if any, of (x) the greater of (i) the Aggregate Principal Balance of Caa Collateral Obligations; and (ii) the Aggregate Principal Balance of CCC Collateral Obligations *over* (y) an amount equal to [7.5]% of the Collateral Principal Amount as of the current Determination Date; *provided* that, in determining which of the Collateral Obligations will be included in the CCC/Caa Excess, the Collateral Obligations with the lowest Market Value expressed as a percentage of par will be deemed to constitute such CCC/Caa Excess.

"**CCC Collateral Obligation**" means a Collateral Obligation (other than a Defaulted Obligation or a Deferring Obligation) with an S&P Rating of "CCC+" or lower.

"**Certificated Note**" means any definitive, fully registered security without interest coupons.

"**Certifying Person**" means a beneficial owner of a Global Note (that is deposited with DTC) who has certified the same upon its delivery to the Trustee of a Certifying Person certificate in the form provided in the Indenture.

"**Class**" means, in the case of (a) the Secured Notes, all of the Secured Notes having the same Stated Maturity and designation, it being agreed and understood that any Pari Passu Classes shall constitute separate Classes except as otherwise expressly provided or as the context may otherwise require and (b) the Subordinated Notes, all of the Subordinated Notes. For purposes of exercising any rights to consent, give direction or otherwise vote, each Pari Passu Class will be treated as a single Class, except as expressly provided in the Indenture. Notwithstanding the foregoing, Pari Passu Classes will be treated as separate Classes for purposes of a Refinancing or a Re-Pricing.

"**Class A Notes**" means the Class A Floating Rate Notes issued pursuant to the Indenture.

"**Class B Notes**" means the Class B-1 Notes and the Class B-2 Notes, collectively.

"**Class B-1 Notes**" means the Class B-1 Floating Rate Notes issued pursuant to the Indenture.

"**Class B-2 Notes**" means the Class B-2 Fixed Rate Notes issued pursuant to the Indenture.

"**Class Break-Even Default Rate**" means, as of any date of determination and with respect to the Highest Ranking Class (for which purpose Pari Passu Classes will be treated as a single class) the maximum percentage of defaults, at any time, that the Current Portfolio or the Proposed Portfolio, as applicable, can sustain, as determined by from time to time, through application of the S&P CDO Monitor, which, after giving effect to S&P's assumptions on recoveries, defaults and timing and to the Priority of Distributions, will result in sufficient funds remaining for the payment of such Class in full.

"**Class C Notes**" means the Class C Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class Default Differential**" means as of any date of determination and with respect to the Highest Ranking Class (for which purpose Pari Passu Classes will be treated as a single class), the rate calculated by subtracting the

Class Scenario Default Rate for such Class of Notes at such time from the Class Break-Even Default Rate for such Class at such time.

"**Class D Notes**" means the Class D Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class E Notes**" means the Class E Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class F Notes**" means the Class F Deferrable Floating Rate Notes issued pursuant to the Indenture.

"**Class Scenario Default Rate**" means, as of any date of determination and with respect to the Highest Ranking Class (for which purpose Pari Passu Classes will be treated as a single class), at any time, an estimate of the cumulative default rate for the Current Portfolio or the Proposed Portfolio, as applicable, consistent with the initial rating assigned by S&P's to such Class, determined by application by the Portfolio Manager of the S&P CDO Monitor at such time.

"**Clearstream**" means Clearstream Banking, *société anonyme*.

"**Closing Date**" means [●], 2022.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collateral Administration Agreement**" means an agreement dated as of the Closing Date among the Issuer, the Portfolio Manager and the Collateral Administrator, as amended from time to time.

"**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 Deferrable Obligations, but including Interest Proceeds actually received from Defaulted Obligations (in accordance with the definition of Interest Proceeds) and Deferrable Obligations (in accordance with the definition of Interest Proceeds)), in each case during the Collection Period (and, if such Collection Period does not end on a Business Day, the next succeeding Business Day) in which such date of determination occurs (or after such Collection Period but on or prior to the related Distribution Date if such Interest Proceeds would be treated as Interest Proceeds with respect to such Collection Period).

"**Collateral Principal Amount**" means, as of any date of determination, the sum of (a) the Aggregate Principal Balance of the Collateral Obligations (other than Defaulted Obligations), including the funded and unfunded balance on any Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, and (b) without duplication, the amounts on deposit in the Collection Account representing Principal Proceeds, the Permitted Use Account (to the extent such amounts have been designated for application as Principal Proceeds pursuant to the definition of Permitted Use) and the Ramp-Up Account (including Eligible Investments therein).

"**Commodity Exchange Act**" means the United States Commodity Exchange Act of 1936, as amended from time to time.

"**Contribution Notice**" means a notice of Contribution in the form attached to the Indenture.

"**Controlling Class**" means the Class A Notes, so long as any Class A 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 D Notes, so long as any Class D Notes are Outstanding; then the Class E Notes, so long as any Class E Notes are Outstanding; then the Class F Notes, so long as any Class F Notes are Outstanding; and then the Subordinated Notes if no Secured Notes are Outstanding.

"**Cov-Lite Loan**" means a Collateral Obligation that: (a) does not contain any financial covenants; or (b) requires the underlying obligor to comply with an Incurrence Covenant, but does not require the underlying obligor to comply with a Maintenance Covenant; *provided* that, other than the determination of the S&P Recovery Rate, a loan described in clause (a) or (b) above which either contains a cross default provision or cross-acceleration to, or is *pari passu* with, another loan of the same 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, for all purposes other than the determination of the S&P Recovery Rate, a loan that is capable of being described in clause

(a) or (b) 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, 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 (i) in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the issuer or obligor of the related Collateral Obligation, or (ii) that in the Portfolio Manager's judgment is necessary or desirable (w) to enable the Portfolio Manager to effectively manage the credit risk to the Issuer of the holding or disposition of such Collateral Obligation, (x) to prevent the related Collateral Obligation from becoming a Defaulted Obligation, (y) to minimize losses on the related Collateral Obligation, due to the materially adverse financial condition of the related obligor or (z) because the related Collateral Obligation will have a greater market value after giving effect to such Maturity Amendment.

"**Credit Improved Obligation**" means any Collateral Obligation that in the Portfolio Manager's commercially reasonable business judgment (which judgment will not be called into question as a result of subsequent events) has significantly improved in credit quality from the condition of its credit at the time of purchase which judgment may (but need not) be based on one or more of the following facts and which judgment shall not be called into question as a result of subsequent events:

(i) it has a market price that is greater than the price that is warranted by its terms and credit characteristics, or improved in credit quality since its acquisition by the Issuer;

(ii) the issuer of such Collateral Obligation has shown improved financial results since the published financial reports first produced after it was purchased by the Issuer;

(iii) the obligor of such Collateral Obligation since the date on which such 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; or

(iv) with respect to which one or more of the following criteria applies:

(A) such Collateral Obligation has been upgraded or put on a watch list for possible upgrade by a rating agency since the date on which such Collateral Obligation was acquired by the Issuer;

(B) the Disposition Proceeds (excluding Disposition Proceeds that constitute Interest Proceeds) of such Collateral Obligation would be at least 0.25% greater than its purchase price;

(C) in the case of a loan, the price of such Collateral Obligation has changed during the period from the date on which it was acquired by the Issuer to the proposed sale date by a percentage either at least 0.25% more positive, or 0.25% less negative, as the case may be, than the percentage change in the average price of the applicable Eligible Loan Index over the same period;

(D) the price of such Collateral Obligation changed during the period from the date on which it was acquired by the Issuer to the date of determination by a percentage either at least 0.50% more positive, or at least 0.50% less negative, as the case may be, than the percentage change in a nationally recognized loan index selected by the Portfolio Manager over the same period;

(E) 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 by (1) 0.25% or more (in the case of a loan or bond with a spread (prior to such decrease) less than or equal to 2.00%), (2) 0.375% or more (in the case of a loan or bond with a spread (prior to such decrease) greater than 2.00% but less than or equal to 4.00%) or (3) 0.50% or more (in the case of a loan or bond with a spread (prior to such decrease) greater than 4.00%) due, in each case, to an improvement in the related borrower's financial ratios or financial results;

(F) in the case of a bond, the Market Value of such bond has changed since the date of its acquisition by a percentage either at least 0.25% more positive or at least 0.25% less negative than the percentage change in the Eligible Bond Index over the same period; or

(G) in the case of a bond, the Bond Yield Change since the date of purchase by the Issuer has been a percentage point decrease of 0.50% or more. Upon the designation of any Credit Improved Obligation, the Portfolio Manager shall notify the Collateral Administrator of any Bond Yield Change.

"**Credit Risk Obligation**" means any Collateral Obligation that in the Portfolio Manager's commercially reasonable business judgment (which judgment will not be called into question as a result of subsequent events) has a significant risk of declining in credit quality and, with a lapse of time, becoming a Defaulted Obligation, which judgment may (but need not) be based on one or more of the following facts and which judgment shall not be called into question as a result of subsequent events:

(i) such Collateral Obligation has been downgraded or put on a watch list for possible downgrade or on negative outlook by a rating agency since the date on which such Collateral Obligation was acquired by the Issuer;

(ii) in the case of a loan, the price of such Collateral Obligation has changed during the period from the date on which it was acquired by the Issuer to the proposed sale date by a percentage either at least 0.25% more negative, or at least 0.25% less positive, as the case may be, than the percentage change in the average price of an Eligible Loan Index;

(iii) the Market Value of such Collateral Obligation would be at least 0.25% less than the price paid by the Issuer for such Collateral Obligation;

(iv) 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 by (1) 0.25% or more (in the case of a loan or bond with a spread (prior to such increase) less than or equal to 2.00%), (2) 0.375% or more (in the case of a loan or bond with a spread (prior to such increase) greater than 2.00% but less than or equal to 4.00%) or (3) 0.50% or more (in the case of a loan or bond with a spread (prior to such increase) greater than 4.00%) due, in each case, to a deterioration in the related borrower's financial ratios or financial results;

(v) with respect to fixed-rate Collateral Obligations, an increase since the date of purchase of more than 7.5% in the difference between the yield on such Collateral Obligation and the yield on the relevant United States Treasury security;

(vi) in the case of a bond, the Market Value of such bond has changed since its date of acquisition by a percentage either at least 0.25% more negative or at least 0.25% less positive, as the case may be, than the percentage change in the Eligible Bond Index over the same period; or

(vii) in the case of a bond, the Bond Yield Change since the date of purchase by the Issuer has been a percentage point increase of 0.50% or more. Upon the designation of any Credit Risk Obligation, the Portfolio Manager shall notify the Collateral Administrator of any Bond Yield Change.

"**CRS**" means the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (as amended) together with regulations and guidance notes made pursuant to such law.

"**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 and with respect to which (a) the Portfolio Manager believes, in its commercially reasonable business judgment (which judgment will not be called into question as a result of subsequent events), that the 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) (i) if the issuer of such Collateral Obligation is subject to a bankruptcy proceeding, the relevant court has authorized the issuer to make payments of principal and interest on

such Collateral Obligation and no such payments that are due and payable are unpaid (and no other payments authorized by the court that are due and payable are unpaid), and (ii) otherwise, no interest payments or scheduled principal payments are due and payable that are unpaid; and (c) for so long as any Secured Notes rated by S&P are Outstanding, satisfies the S&P Additional Current Pay Criteria; *provided* that, to the extent the Aggregate Principal Balance of all Collateral Obligations that would otherwise be Current Pay Obligations exceeds [7.5]% of the Collateral Principal Amount, such excess over [7.5]% will constitute Defaulted Obligations; *provided, further*, that in determining which of the Collateral Obligations shall be included in such excess, the Collateral Obligations with the lowest Market Value expressed as a percentage shall be deemed to constitute such excess.

"**Current Portfolio**" means at any time, the portfolio of Collateral Obligations and Eligible Investments representing Principal Proceeds (determined in accordance with the Collateral Assumptions to the extent applicable), then held by the Issuer.

"**Custodian**" means the entity maintaining an Account pursuant to a Securities Account Control Agreement.

"**Default**" means any Event of Default or any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"**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 debt obligation (without regard to any grace period applicable thereto, or waiver thereof, after the passage of [five] Business Days or seven days, whichever is greater);

(b) a default known to a responsible officer of the Portfolio Manager as to the payment of principal and/or interest has occurred and is continuing on another debt obligation of the same obligor which is senior or *pari passu* in right of payment to such debt 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); *provided* that, both the Collateral Obligation and such other debt obligation are full recourse obligations of the applicable obligor or secured by the same collateral;

(c) the obligor or others have instituted Proceedings to have the obligor adjudicated as bankrupt or insolvent or placed into receivership and such Proceedings have not been stayed or dismissed for 60 days or such obligor has filed for protection under Chapter 11 of the United States Bankruptcy Code;

(d) the obligor on such Collateral Obligation has (x) an S&P Rating of "CC" or lower or "D" or had such rating immediately before such rating was withdrawn or such Collateral Obligation has an S&P Rating of "SD" or (y) a Moody's Default Probability Rating assigned by Moody's of "D" or "LD", or, in each case, had such rating immediately before such rating was withdrawn;

(e) the Portfolio Manager has received written notice or has actual knowledge that a default has occurred under the Underlying Instruments and any applicable grace period has expired such that the holders of such Collateral Obligation have accelerated the repayment of such Collateral Obligation (but only until such acceleration has been rescinded) in the manner provided in the Underlying Instruments;

(f) the Portfolio Manager has in its reasonable commercial judgment otherwise declared such debt obligation to be a Defaulted Obligation;

(g) such Collateral Obligation is a Participation Interest with respect to which the Selling Institution has defaulted in the performance of any of its payment obligations under the Participation Interest (except to the extent such defaults were cured within the applicable grace period under the Underlying Instruments of the obligor thereof);

(h) such Collateral Obligation is a Participation Interest in a loan that would, if such loan were a Collateral Obligation, constitute a "Defaulted Obligation" (other than under this clause (h)) or with respect to which the Selling Institution has an S&P Rating of "CC" or lower or "D" or a Moody's Default Probability Rating assigned by Moody's of "D" or "LD," or, in either case, had such rating immediately before such rating was

withdrawn by S&P or Moody's, as applicable, or the Selling Institution has an S&P Rating of "SD" or had such rating immediately before such rating was withdrawn; or

(i) a Distressed Exchange has occurred in connection with such Collateral Obligation;

provided that, a Collateral Obligation will not constitute a Defaulted Obligation pursuant to clauses (a) through (e) and (i) above if: (x) in the case of clauses (a), (b), (c), (d), (e) and (i), such Collateral Obligation (or, in the case of a Participation Interest, the underlying loan or Permitted Non-Loan Asset) is a Current Pay Obligation, or (y) such Collateral Obligation (or, in the case of a Participation Interest, the underlying loan or Permitted Non-Loan Asset) is a DIP Collateral Obligation (other than a Non-U.S. DIP Collateral Obligation that satisfies the criterion in clause (d)(x) above).

"**Deferrable Obligation**" means a debt obligation (excluding a Partial Deferrable Obligation) which by its terms permits the deferral or capitalization of payment of accrued, unpaid interest.

"**Deferring Obligation**" means a Collateral Obligation that is deferring the payment of interest due thereon and has been so deferring the payment of interest due thereon (a) with respect to Collateral Obligations that have an S&P Rating of at least "BBB-," for the shorter of two consecutive accrual periods or one year, and (b) with respect to Collateral Obligations that have an S&P Rating of "BB+" 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 Collateral Obligation will cease to be a Deferring Obligation at such time as it (i) ceases to defer or capitalize the payment of interest, (ii) pays in cash all accrued and unpaid interest accrued since the time of purchase and (iii) 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; *provided* that, 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 reduced to zero.

"**Depository Event**" means any time at which (a) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes of any Class or Classes or ceases to be a "clearing agency" registered under the Exchange Act and (b) a successor depositary or custodian is not appointed by the Issuer within 90 days after receiving such notice.

"**Designated Transaction Representative**" means the Portfolio Manager or any assignee thereof.

"**Determination Date**" means the last day of each Collection Period.

"**DIP Collateral Obligation**" means a loan (including any Pending Rating DIP Collateral Obligation) made to a debtor-in-possession pursuant to (a) Section 364 of the United States Bankruptcy Code having the priority allowed by either Section 364(c) or 364(d) of the United States Bankruptcy Code or (b) any other applicable bankruptcy law and secured by senior liens.

"**Discount Obligation**" means any Collateral Obligation that, as of the date of its purchase, is not a Swapped Non-Discount Obligation and that the Portfolio Manager determines is either: (a) a Senior Secured Loan acquired by the Issuer with respect to which the purchase price thereof is less than the lower of (x) [80]% of its principal balance or (y) [90]% of the Leveraged Loan Index Price; (b) an obligation that is not a Senior Secured Loan or an obligation described in clause (c) below acquired by the Issuer with respect to which the purchase price thereof is less than the lower of (x) [75]% of its principal balance or (y) [90]% of the Leveraged Loan Index Price; or (c) in the case of any Collateral Obligation that is a fixed rate bond, is acquired by the Issuer for a purchase price of less than [75]% of the Principal Balance of such Collateral Obligation and has a yield greater than [2.0]% over the yield of an Eligible Bond Index; *provided* that, such Collateral Obligation will cease to be a Discount Obligation at such time as (x) for a Senior Secured Loan, 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 par of such Collateral Obligation or (y) for an obligation that is not a Senior Secured Loan, 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 [85]% of par of such Collateral Obligation; *provided* that, if such Collateral Obligation is a Revolving Collateral Obligation and there exists an outstanding non-revolving loan to its obligor ranking *pari passu* with such Revolving Collateral Obligation and secured by substantially the same collateral as such Revolving Collateral Obligation (such loan, a "**Related Term Loan**"), in determining whether such Revolving Collateral Obligation is and continues to be a Discount Obligation, the price of the Related Term Loan, and not of the Revolving Collateral Obligation shall be referenced.

"**Disposition Proceeds**" means proceeds received with respect to sales of Collateral Obligations, Eligible Investments and Equity Securities and the termination of any Hedge Agreement, in each case, net of reasonable out-of-pocket expenses and disposition costs in connection with such sales.

"**Distressed Exchange**" means, in connection with any Collateral Obligation, a distressed exchange or other debt restructuring has occurred, as reasonably determined by the Portfolio Manager, pursuant to which the issuer or obligor of such Collateral Obligation has issued to the holders of such Collateral Obligation a new security or package of securities or obligations that, in the sole judgment of the Portfolio Manager, amounts to a diminished financial obligation or has the purpose of helping the issuer of such Collateral Obligation avoid default; *provided* that no Distressed Exchange shall be deemed to have occurred if the securities or obligations received by the Issuer in connection with such exchange or restructuring satisfy the definition of Collateral Obligation (*provided* that the aggregate principal balance of all securities and obligations to which this proviso applies or has applied, measured cumulatively from the Closing Date onward, may not exceed [25.0]% of the Aggregate Ramp-Up Par Amount).

"**Distressed Exchange Offer**" means an offer by the issuer of a Collateral Obligation to exchange one or more of its outstanding debt obligations for a different debt obligation or to repurchase one or more of its outstanding debt obligations for cash, or any combination thereof.

"**Diversity Score**" means a single number that indicates collateral concentration in terms of both issuer and industry concentration calculated as follows:

(a) 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.

(b) An "**Average Par Amount**" is calculated by *summing* the Issuer Par Amounts for all issuers, and *dividing by* the number of issuers.

(c) An "**Equivalent Unit Score**" is calculated for each issuer, and is equal to the lesser of (i) one and (ii) the Issuer Par Amount for such issuer *divided by* the Average Par Amount.

(d) 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.

(e) An "**Industry Diversity Score**" is then established for each Moody's industry classification group 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

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
0.7500	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
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		

(f) 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 and collateralized loan obligations will not be included.

"**Domicile**" or "**Domiciled**" means, with respect to any issuer of or obligor with respect to a Collateral Obligation: (a) except as provided in clauses (b) through (d) below, its country of organization; or (b) if it is organized in a Tax Advantaged Jurisdiction, each of such jurisdiction and the country in which, in the Portfolio 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, or (c) if its payment obligations in respect of such Collateral Obligation are guaranteed by a person or entity that is organized in the United States (in a guarantee

agreement with such person or entity, which guarantee agreement complies with S&P's then-current criteria with respect to guarantees), then the United States or (d) if it is organized in Ireland, the jurisdiction and the country in which, in the Portfolio Manager's reasonable judgment, a substantial portion of such obligor's operations are located or from which a substantial portion of its revenue or earnings are derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country believed at the time of designation by the Portfolio Manager to be the source of the largest share of revenues or earnings, if any, of such obligor).

"**Drop Down Asset**" means any obligation held by an Unrestricted Subsidiary secured by collateral that was transferred from an obligor of any Collateral Obligation held by the Issuer in connection with any bankruptcy, workout or restructuring of such Collateral Obligation. For the avoidance of doubt, a Drop Down Asset must satisfy the requirements of the definition of one of "Collateral Obligation", "Workout Obligation" or "Restructured Obligation".

"**EEA**" means the European Economic Area.

"**Effective Date**" means the earlier of (a) [●], 2022 and (b) the date selected by the Portfolio Manager in its sole discretion on or after which the Aggregate Ramp-Up Par Condition has been satisfied.

"**Effective Date Overcollateralization Test**" means a test that will be satisfied as of any Measurement Date on which the Class E Notes remain Outstanding if the Overcollateralization Ratio with respect to the Class E Notes as of such Measurement Date is equal to or greater than [●]%.

"**Effective Date Ratings Confirmation**" means either (x) to obtain from S&P written confirmation of its ratings assigned to the Secured Notes on the Closing Date or (y) to satisfy the Effective Date S&P Condition.

"**Effective Date Report**" means a report prepared by the Collateral Administrator and determined as of the Effective Date, containing (A) the information required in a Monthly Report and (B) a calculation with respect to whether the Aggregate Ramp-Up Par Condition is satisfied.

"**Effective Date S&P Condition**" means a condition that is satisfied in connection with the Effective Date if an S&P CDO Monitor Formula Election Date is designated by the Portfolio Manager and (A) the Portfolio Manager on behalf of the Issuer certifies to S&P that the S&P Effective Date Requirements have been satisfied and (B) the Collateral Administrator has provided to S&P (1) the Effective Date Report and the Effective Date Report confirms satisfaction of, and does not indicate the failure of any component of, (x) each Overcollateralization Ratio Test and (y) the Collateral Quality Tests and (2) the Excel Default Model Input File used to determine that the S&P CDO Monitor Test is satisfied.

"**Eligible Account**" means an account in (a) a federal or state chartered depository institution that has a long-term issuer credit rating of at least "A" and a short-term issuer credit rating of at least "A-1" by S&P (or a long-term issuer credit rating of at least "A+" by S&P if such institution has no short-term issuer credit rating), and if such institution's rating falls below the foregoing ratings, the Issuer will use commercially reasonable efforts to move the assets held in such account within 30 calendar days to another institution that satisfies such rating requirements or (b) segregated trust accounts with the corporate trust department of a federal or state chartered deposit institution that (x) satisfies the ratings in clause (a) above and (y) is rated at least "BBB" by S&P and subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b), and if such institution's rating falls below the foregoing rating requirements, the Issuer shall use commercially reasonable efforts to move the assets held in such account within 30 calendar days to another institution that satisfies the foregoing rating requirements. In addition, any such institution holding such accounts must have combined capital and surplus of at least $200,000,000.

"**Eligible Bond Index**" means, with respect to each Collateral Obligation that is a Bond, one of the following indices as selected by the Portfolio Manager upon the acquisition of such Collateral Obligation: 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 replacement or other nationally recognized comparable bond index; *provided*, that the Portfolio Manager may change the index applicable to such Collateral Obligation at any time following the acquisition thereof after giving notice to the Trustee, the Collateral Administrator and the Rating Agency.

"**Eligible Investment Required Ratings**" means an obligation or security has a rating of "A-1" or better (or, in the absence of a short-term credit rating, "AA-" or better) from S&P.

"**Eligible Investments**" means (a) cash or (b) any United States dollar denominated investment that, at the time it is delivered to the Trustee (directly or through an intermediary or bailee), (x) matures (or are redeemable at par) not later than the earlier of (A) the date that is 60 days after the date of delivery thereof (or such shorter period required under the Indenture), and (B) the Business Day immediately preceding the Distribution Date immediately following the date of delivery, and (y) is one or more of the following obligations or securities including investments for which the Bank in its individual capacity or an Affiliate of the Bank provides services and receives compensation therefor:

(i) (A) direct Registered obligations (1) of the United States of America or (2) the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States of America or (B) Registered obligations of (1) 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 or (2) the timely payment of principal and interest on which is fully and expressly guaranteed by such agency or instrumentality, in each case such obligations have the Eligible Investment Required Ratings;

(ii) demand and time deposits in, certificates of deposit of, trust accounts with, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company incorporated under the laws of the United States of America (including the Bank or an Affiliate thereof in its individual capacity) or any state thereof and subject to supervision and examination by federal and/or state banking authorities, in each case payable within 183 days of 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 or such demand or time deposits are covered by an extended Federal Deposit Insurance Corporation ("**FDIC**") insurance program where 100% of the deposits are insured by the FDIC, which is backed by the full faith and credit of the United States; or

(iii) shares or other securities of registered money market funds which funds have, at all times, credit ratings of "AAAm" by S&P;

provided that, (i) Eligible Investments shall not include (a) any interest-only security, any security purchased at a price in excess of 100% of the par value thereof or any security whose repayment is subject to substantial non-credit related risk as determined in the sole judgment of the Portfolio Manager, (b) any security whose rating assigned by S&P includes an "f," "p," "sf" or "t" subscript or whose rating assigned by Moody's includes an "sf" subscript, (c) any security that is subject to an Offer, (d) any other security the payments on which are subject to withholding tax (other than withholding taxes imposed under FATCA) unless the issuer or obligor or other Person (and guarantor, if any) is required to make "gross-up" payments that cover the full amount of any such withholding taxes, (e) any security secured by real property or (f) any Structured Finance Obligation and (ii) Eligible Investments purchased with funds in the Collection Account must be held until maturity except as otherwise specifically provided in the Indenture.

"**Eligible Loan Index**" means, with respect to each Collateral Obligation, one of the following indices as selected by the Portfolio Manager upon the acquisition of such Collateral Obligation: the Daily S&P/LSTA U.S. Leveraged Loan 100 Index, Bloomberg ticker SPBDLLB, the Credit Suisse Leveraged Loan Indices (formerly the DLJ Leveraged Loan Index Plus), the Deutsche Bank Leveraged Loan Index, the Goldman Sachs/Loan Pricing Corporation Liquid Leveraged Loan Index, the Merrill Lynch Leveraged Loan Index, the S&P/LSTA Leveraged Loan Indices or any successor or other comparable nationally recognized loan index; *provided* that, the Portfolio Manager may change the index applicable to a Collateral Obligation to another Eligible Loan Index at any time following the acquisition thereof after giving notice to S&P, the Trustee and the Collateral Administrator so long as the same index applies to all Collateral Obligations for which this definition applies.

"**Emerging Market Obligor**" means any obligor Domiciled in a country that is not the United States of America and is not (a) a Tax Advantaged Jurisdiction, the foreign currency country ceiling rating of which (as well as the foreign currency country ceiling rating of the country in which 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) is,

at the time of acquisition of the relevant Collateral Obligation by the Issuer, rated at least "AA-" by S&P or (b) a country, the foreign currency country ceiling rating of which is, at the time of acquisition of the relevant Collateral Obligation by the Issuer, rated at least "AA-" by S&P; *provided* that 10% of the Collateral Principal Amount may consist of Collateral Obligations that, at the time of the Issuer's commitment to purchase, are issued by an obligor Domiciled in a country with a S&P foreign currency issuer credit rating of "A+," "A" or "A-".

"**Equity Security**" means any security or debt obligation (other than a Workout Instrument) which at the time of acquisition, conversion or exchange does not satisfy the requirements of a Collateral Obligation and is not an Eligible Investment (other than a loan that (x) is not eligible for purchase by the Issuer as a Collateral Obligation solely due to the fact that such debt obligation is a Defaulted Obligation or a Credit Risk Obligation or it has an S&P Rating below "CCC-", but otherwise qualifies as a Collateral Obligation, (y) is received in exchange for a Defaulted Obligation or portion thereof in connection with an insolvency, bankruptcy, reorganization, debt restructuring, Exchange Transaction or workout of the obligor thereof and (z) the Portfolio Manager reasonably expects will result in a better overall recovery on the related Collateral Obligation, which shall be deemed to be a Defaulted Obligation), it being understood that Equity Securities may not be purchased by the Issuer; *provided* that Workout Securities may be received by the Issuer or an Issuer Subsidiary and (to the extent provided in the definition of " Workout Security") may be purchased by the Issuer in compliance with the Tax Guidelines or Tax Advice that, under the relevant facts and circumstances with respect to such transaction, the Issuer's contemplated activities will not cause 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 to be subject to U.S. federal income tax on a net basis.

"**Euroclear**" means Euroclear Bank S.A./N.V.

"**Excel Default Model Input File**" has the meaning set forth in the Indenture.

"**Excepted Advances**" means customary advances made to protect or preserve rights against the borrower of or obligor under a Collateral Obligation or to indemnify an agent or representative for lenders pursuant to the applicable Underlying Instrument.

"**Excepted Property**" means (A) the U.S.$250 transaction fee paid to the Issuer in consideration of the issuance of the Notes, (B) the U.S.$250 attributable to the issuance and allotment of the Issuer's ordinary shares, (C) any account in the Cayman Islands maintained in respect of the funds referred to in clauses (A) and (B) above (and any amounts credited thereto or any interest thereon) and (D) the membership interests of the Co-Issuer.

"**Excess CCC/Caa 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 included in the CCC/Caa Excess; over

(b) the sum of the Market Values of all Collateral Obligations included in the CCC/Caa Excess.

"**Excess Par Amount**" means an amount, as of any Determination Date, equal to the greater of (a) zero and (b) (i) the sum of (A) the Collateral Principal Amount and (B) the aggregate S&P Collateral Value of each Defaulted Obligation less (ii) the Reinvestment Target Par Balance; *provided* that, for the avoidance of doubt, the Excess Par Amount shall equal zero if the Collateral Principal Amount as of the related Redemption Date is less than or equal to the aggregate Redemption Price of the Secured Notes to be redeemed on such Redemption Date and all accrued and unpaid Administrative Expenses (regardless of the Administrative Expense Cap) incurred in connection with such Refinancing.

"**Excess Weighted Average Fixed Coupon**" means a percentage equal, as of any Measurement Date, to a number obtained by *multiplying* (a) the excess, if any, of the Weighted Average Fixed Coupon over the Minimum Fixed Coupon *by* (b) the number obtained by *dividing* the Aggregate Principal Balance of all fixed rate Collateral Obligations *by* the Aggregate Principal Balance of all floating rate Collateral Obligations.

"**Excess Weighted Average Floating Spread**" means a percentage equal, as of any Measurement Date, to a number obtained by *multiplying* (a) the excess, if any, of the Weighted Average Floating Spread over the Minimum

Floating Spread *by* (b) the number obtained by *dividing* the Aggregate Principal Balance of all floating rate Collateral Obligations *by* the Aggregate Principal Balance of all fixed rate Collateral Obligations.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Exchange Transaction**" means the exchange of (a) a Defaulted Obligation for (x) a debt obligation of another obligor that is a Defaulted Obligation or a Credit Risk Obligation or (y) a debt obligation issued by the same obligor as the Defaulted Obligation (and ranks in right of payment no more junior than the Defaulted Obligation for which it was exchanged) or Credit Risk Obligation (or an Affiliate of or successor to such obligor or an entity that succeeds to substantially all of the assets of such obligor) or (b) a Credit Risk Obligation for a debt obligation that is a Credit Risk Obligation and, in the case of an Exchange Transaction pursuant to clause (a) or (b), ranks in right of payment no more junior than the Defaulted Obligation or Credit Risk Obligation for which it was exchanged (without the payment of any additional funds other than reasonable and customary transfer costs) 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 (i) as determined by the Portfolio Manager in its sole discretion, at the time of the exchange, such debt obligation received on exchange has a better likelihood of recovery than the obligation to be exchanged, (ii) as determined by the Portfolio Manager in its sole discretion, at the time of the exchange, the debt obligation received on exchange is no less senior in right of payment vis-à-vis its obligor's other outstanding indebtedness than the exchanged obligation vis-à-vis its obligor's other outstanding indebtedness, (iii) as determined by the Portfolio Manager in its sole discretion, both prior to and after giving effect to such exchange, each of the Overcollateralization Ratio Tests is satisfied or, if any Overcollateralization Ratio Test was not satisfied prior to such Exchange Transaction, the coverage ratio relating to such test shall be at least as close to being satisfied after giving effect to such exchange as it was before giving effect to such Exchange Transaction, (iv) in the case of the exchange for a Defaulted Obligation, the period for which the Issuer held the exchanged obligation shall be included for all purposes under the Indenture when determining the period for which the Issuer holds the debt obligation received on exchange, (v) as determined by the Portfolio Manager in its sole discretion, such exchanged obligation was not acquired in an Exchange Transaction, (vi) the exchange does not take place during the Restricted Trading Period, (vii) the Exchange Transaction Test is satisfied, (viii) at the time of the exchange, the S&P Rating of the received obligation is not lower than that of the exchanged obligation and (ix) in the case of the exchange of a Credit Risk Obligation for a debt obligation that is a Credit Risk Obligation, (a) the debt obligation received on exchange matures not later than the exchanged obligation, (b) the Aggregate Principal Balance of all debt obligations received on exchange that are Credit Risk Obligations is equal to or greater than the Aggregate Principal Balance of all exchanged obligations that are Credit Risk Obligations, and (c) after the Reinvestment Period, each Overcollateralization Ratio Test must be satisfied; *provided* that the Aggregate Principal Balance of all Defaulted Obligations and Credit Risk Obligations that have been the subject of an Exchange Transaction (other than any Rolled Senior Uptier Debt) (i) may not exceed [7.5]% of the Collateral Principal Amount at any time and (ii) measured cumulatively from the Closing Date onward, may not exceed [15.0]% of the Aggregate Ramp-Up Par Amount.

"**Exchange Transaction Test**" means a test that shall be satisfied if, in the Portfolio Manager's reasonable business judgment, the projected internal rate of return of the obligation obtained as a result of an Exchange Transaction is greater than the projected internal rate of return of the Defaulted Obligation or the Credit Risk Obligation, as applicable, exchanged in an Exchange Transaction, calculated by the Portfolio Manager by aggregating all cash and the Market Value of any Collateral Obligation subject to an Exchange Transaction at the time of each Exchange Transaction; *provided* that, the foregoing calculation shall not be required for any Exchange Transaction (i) prior to and including the occurrence of the third Exchange Transaction or (ii) to the extent consented to in writing by a Majority of the Controlling Class.

"**Fallback Rate**" means, an interest rate benchmark selected by the Designated Transaction Representative with a three-month maturity (or, if such rate is not available with a three-month maturity, such rate as adjusted to be the equivalent of a three-month rate maturity as determined by the Designated Transaction Representative) that is (i) the rate (other than Libor) used by the highest percentage of the quarterly-pay Collateral Obligations (by par amount) or (ii) the rate (other than Libor) 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 Loan Syndications and Trading Association® or the Relevant Governmental Body, provided that, the Fallback Rate shall not be a rate less than zero.

"**FATCA**" means Sections 1471 through 1474 of the Code, any final 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 either the implementation of such Sections of the Code, any U.S. or non-U.S. fiscal or regulatory legislation, rules, practices or guidance notes adopted pursuant to any such intergovernmental agreement, and analogous provisions of non-U.S. law, including but not limited to the Cayman FATCA Legislation.

"**Fee Basis Amount**" means, as of any date of determination, the sum of (a) the Collateral Principal Amount, (b) the Aggregate Principal Balance of all Defaulted Obligations, (c) the aggregate amount of all Principal Financed Accrued Interest that has not yet been received by the Issuer, (d) the Market Value of each Restructured Obligation (or if no Market Value exists, the value determined by the Portfolio Manager in its commercially reasonable judgment) or (e) the Market Value of each Equity Security (or if no Market Value exists, the value determined by the Portfolio Manager in its commercially reasonable judgment).

"**First-Lien Last-Out Loan**" means an assignment of or Participation Interest in a Collateral Obligation that otherwise would have been a Senior Secured Loan, but which, by its terms, is able to become fully subordinate in right of payment to another obligation of the obligor of such Collateral Obligation with respect to liquidation or default and is not entitled to any payments until such other obligation is paid in full; provided that First-Lien Last-Out Loans shall be treated as Second Lien Loans.

"**Fixed Rate Notes**" means, as of any date of determination, each Class of Secured Notes that bears a fixed rate of interest on that date.

"**Floating Rate Notes**" means, as of any date of determination, each Class of Secured Notes that accrues interest at a floating rate on that date.

"**GAAP**" means the generally accepted accounting principles (as in effect in the United States).

"**Global Notes**" means any Regulation S Global Notes or Rule 144A Global Notes.

"**Governmental Authority**" means (i) any government or quasi-governmental authority or political subdivision thereof, national, state, county, municipal or regional, whether U.S. or non-U.S.; (ii) any agency, regulator, arbitrator, board, body, branch, bureau, commission, corporation, department, master, mediator, panel, referee, system or instrumentality of any such government, political subdivision or other government or quasi-government entity, whether non-U.S. or U.S.; and (iii) any court, whether U.S. or non-U.S.

"**Group Country**" means any Group I Country, Group II Country or Group III Country.

"**Group I Country**" means Australia, Canada, The Netherlands, New Zealand and the United Kingdom (or such other countries identified as such by Moody's in a press release, written criteria or other public announcement from time to time or as may be notified by Moody's to the Portfolio Manager from time to time).

"**Group II Country**" means Germany, Ireland, Sweden and Switzerland (or such other countries identified as such by Moody's in a press release, written criteria or other public announcement from time to time or as may be notified by Moody's to the Portfolio Manager from time to time).

"**Group III Country**" means Austria, Belgium, Denmark, Finland, France, Iceland, Liechtenstein, Luxembourg and Norway (or such other countries identified as such by Moody's in a press release, written criteria or other public announcement from time to time or as may be notified by Moody's to the Portfolio Manager from time to time).

"**Hedge Agreement**" means any interest rate swap, floor and/or cap agreements (other than an asset-specific agreement), including without limitation one or more interest rate basis swap agreements (but not any asset-specific agreement), between the Issuer and any Hedge Counterparty, as amended from time to time, and any replacement agreement entered into pursuant to the Indenture.

"**Hedge Counterparty**" means any one or more institutions entering into or guaranteeing a Hedge Agreement with the Issuer that satisfies the Required Hedge Counterparty Rating that has entered into a Hedge Agreement with the Issuer, including any permitted assignee or successor under the Hedge Agreements.

"**Highest Ranking Class**" means, as of any date of determination, the Class of Secured Notes that is Outstanding and has no Priority Class and is rated by S&P.

"**Holder AML Information**" means such information and documentation as may be required by the Issuer or its agents for the Issuer to achieve compliance with any applicable anti-money laundering laws, with such information and documentation to be updated and replaced as may be necessary.

"**Incurrence Covenant**" means a covenant by any underlying obligor of a loan, or another member of the borrowing group of which the obligor is a part, to comply with one or more financial covenants only upon the occurrence of certain actions, or events relating to, of the obligor, or such other member of the borrowing group, including but not limited to a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"**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. For purposes of this definition, no manager or director of any Person will fail to be Independent solely because such Person acts as an independent manager or independent director thereof or of any such Person's affiliates. With respect to the Issuer, the Portfolio Manager or Affiliates of the Portfolio Manager, funds or accounts managed by the Portfolio Manager or Affiliates of the Portfolio Manager shall not be Independent of the Issuer, the Portfolio Manager or Affiliates of the Portfolio Manager.

"**Index Maturity**" means a term of three months; provided that with respect to the first Interest Accrual Period, the Benchmark Rate will be determined by interpolating linearly (and rounding to five decimal places) between the Term SOFR Reference Rate for the next shorter period of time for which rates are available and the Term SOFR Reference Rate for the next longer period of time for which rates are available.

"**Interest Coverage Ratio**" means with respect to any designated Class or Classes of Secured Notes (other than the Class E Notes and the Class F Notes), as of any applicable date of determination, the percentage derived from *dividing*:

(a) the sum of (i) the Collateral Interest Amount as of such date of determination *minus* (ii) amounts payable (or expected as of the date of determination to be payable) on the following Distribution Date as set forth in clauses (A), (B) and (C) of the Priority of Interest Proceeds; *by*

(b) the *sum* of interest due and payable on the Secured Notes of such Class or Classes, each Priority Class of Secured Notes and each Pari Passu Class of Secured Notes (excluding Deferred Interest with respect to any such Class or Classes, but including interest on any Deferred Interest) on such Distribution Date.

"**Interest Determination Date**" means, with respect to the (a) first Interest Accrual Period, the second U.S. Government Securities Business Day preceding the Closing Date, and (b) each Interest Accrual Period thereafter, the second U.S. Government Securities Business Day preceding the first day of such Interest Accrual Period.

"**Interest Proceeds**" means, with respect to any Collection Period or Determination Date, without duplication, the sum of:

(a) all payments of interest (other than any interest due on any Partial Deferrable Obligation that has been deferred or capitalized at the time of acquisition) and other income and delayed compensation (representing compensation for delayed settlement) received 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;

(b) all principal and interest payments received by the Issuer during the related Collection Period on Eligible Investments purchased with Interest Proceeds;

(c) unless otherwise designated as Principal Proceeds by the Portfolio Manager, all amendment and waiver fees, late payment fees and other fees received by the Issuer during the related Collection Period, except for those in connection with (x) the lengthening of the maturity of the related Collateral Obligation (unless the Weighted Average Life Test is satisfied) or (y) the reduction of the par of the related Collateral Obligation, in each case, as determined by the Portfolio Manager at its commercially reasonable discretion (with notice to the Trustee and the Collateral Administrator);

(d) commitment fees and similar fees received by the Issuer during such Collection Period;

(e) any payment received with respect to any Hedge Agreement other than (i) an upfront payment received upon entering into such Hedge Agreement or (ii) a payment received as a result of the termination of any Hedge Agreement to the extent not used by the Issuer to enter into a new or replacement Hedge Agreement (for purposes of this clause (e), any such payment received or to be received no later than 10:00 a.m. New York time on the Distribution Date will be deemed received in respect of such Collection Period and included in the calculation of Interest Proceeds received in such Collection Period);

(f) any payments received as repayment for Excepted Advances (other than Excepted Advances made from Principal Proceeds);

(g) any amounts deposited in the Interest Collection Account from the Expense Reserve Account and, in the sole discretion of the Portfolio Manager, the Reserve Account pursuant to the Indenture in respect of the related Determination Date;

(h) any amounts deposited in the Interest Collection Account from the Principal Collection Account or the Ramp-Up Account at the direction of the Portfolio Manager pursuant to the Indenture, in each case subject to the Interest Transfer Restriction;

(i) any amounts deposited in the Interest Collection Account from the Permitted Use Account at the direction of the Portfolio Manager for application as Interest Proceeds in connection with a Permitted Use;

(j) any amounts deposited in the Interest Collection Account from the Ongoing Expense Smoothing Account at the direction of the Portfolio Manager pursuant to the Indenture;

(k) [Reserved];

(l) any proceeds from the issuance of additional Subordinated Notes and/or Junior Mezzanine Notes that have been designated as Interest Proceeds by the Portfolio Manager following an additional issuance duly effected pursuant to and in accordance with the procedures described under the heading "*Description of the Notes—Additional Issuance*";

(m) any Designated Excess Par; and

(n) all prepayment premiums received during such Collection Period for any Collateral Obligation; *provided* that (i) such premium when taken together with the related prepayment results in payments in excess of the greater of such Collateral Obligation's Principal Balance and its original purchase price and (ii) as of the date of determination, the Collateral Principal Amount is greater than or equal to the Reinvestment Target Par Balance;

provided that:

(A) any amounts received in respect of any Defaulted Obligation (other than Workout Obligations) will constitute (i) Principal Proceeds (and not Interest Proceeds) until, as determined by the Portfolio Manager (with notice to the Trustee and the Collateral Administrator), the aggregate of all recoveries in respect of such Defaulted Obligation since it became a Defaulted Obligation equals the

Principal Balance of such Collateral Obligation when it became a Defaulted Obligation, and then (ii) Interest Proceeds thereafter;

(B) any amounts received in respect of any Equity Security that was received in exchange for a Defaulted Obligation (including any Workout Security) or Credit Risk Obligation will constitute (i) Principal Proceeds (and not Interest Proceeds) until, as determined by the Portfolio Manager (with notice to the Trustee and the Collateral Administrator), the aggregate of all recoveries in respect of such Equity Security equals the sum of (x) the Principal Balance of the Collateral Obligation, at the time it became a Defaulted Obligation or Credit Risk Obligation, for which such Equity Security was received in exchange and (y) the aggregate amount of Principal Proceeds used to acquire such Equity Security (if any), and then (ii) Interest Proceeds thereafter (for the avoidance of doubt, "Equity Security" referred to in this clause (B) includes any Equity Security acquired in accordance with the proviso to clause [(xxii)] of the definition of "Collateral Obligation");

(C) any amounts received in respect of any Restructured Obligation (other than a Workout Obligation) will constitute (1) Principal Proceeds (and not Interest Proceeds) until, as determined by the Portfolio Manager (with notice to the Trustee and the Collateral Administrator), the aggregate of all recoveries in respect of such Restructured Obligation and the related Defaulted Obligation equals the sum of (i) the aggregate amount of Principal Proceeds used to acquire such Restructured Obligation and (ii) the Principal Balance of the related Defaulted Obligation at the time that it became a Defaulted Obligation for which such Restructured Obligation was acquired in connection therewith and then (2) Interest Proceeds thereafter; and

(D) any amounts received in respect of any Workout Instrument acquired in connection with the workout or restructuring of a Defaulted Obligation will constitute (1) if only Principal Proceeds were used to acquire to such Workout Instrument, (i) Principal Proceeds (and not Interest Proceeds) until, as determined by the Portfolio Manager (with notice to the Trustee and the Collateral Administrator), the aggregate of all recoveries in respect of such Workout Instrument and the related Defaulted Obligation equals the sum of (x) the Principal Balance of the Defaulted Obligation at the time that it became a Defaulted Obligation for which such Workout Instrument was acquired in connection therewith and (y) (a) in the case of a Workout Security, the aggregate amount of Principal Proceeds used to acquire such Workout Security (if any), and (b) in the case of a Workout Obligation, the greater of (I) the aggregate amount of Principal Proceeds used to acquire such Workout Obligation (if any) and (II) the S&P Collateral Value of such Workout Obligation and then (ii) Interest Proceeds thereafter and (2) if only Interest Proceeds or amounts available for a Permitted Use were used to acquire such Workout Instrument or such Workout Instrument is otherwise received by the Issuer, (i) Principal Proceeds (and not Interest Proceeds) until, as determined by the Portfolio Manager (with notice to the Trustee and the Collateral Administrator), the aggregate of all recoveries in respect of such Workout Instrument and the related Defaulted Obligation equals (A) in the case of a Workout Obligation, the sum of (x) the Principal Balance of the Defaulted Obligation at the time that it became a Defaulted Obligation for which such Workout Obligation was acquired in connection with and (y) the S&P Collateral Value of such Workout Obligation or (B) in the case of a Workout Security, the Principal Balance of the Defaulted Obligation at the time that it became a Defaulted Obligation for which such Workout Security was acquired in connection with and then (ii) Interest Proceeds thereafter (*provided* that, to the extent that both (x) Principal Proceeds and (y) Interest Proceeds and/or amounts available for a Permitted Use were used to acquire such Workout Instrument, the Portfolio Manager shall ensure compliance with clauses (D)(1) and (2) on a *pro rata* basis to the extent able in its commercially reasonable discretion);

provided, further, that amounts that would otherwise constitute Interest Proceeds may be designated by the Portfolio Manager as Principal Proceeds pursuant to "*Use of Proceeds—Ramp Up Period*" with notice to the Trustee and the Collateral Administrator.

Notwithstanding the foregoing, in the Portfolio Manager's sole discretion (with the consent of a Majority of the Subordinated Notes) (to be exercised no later than the related Determination Date) on any date after the first Distribution Date, Interest Proceeds in any Collection Period may be deemed to be Principal Proceeds so long as such application will not cause a deferral of interest on any Class of Secured Notes on the next succeeding

Distribution Date, as determined by the Portfolio Manager in its reasonable judgment. Under no circumstances will Interest Proceeds include the Excepted Property or any interest earned thereon.

"**Interest Transfer Restriction**" means a restriction that will be satisfied if, as of any date of determination, (i) the Effective Date Ratings Confirmation has been obtained, (ii) the sum of all amounts transferred from the Ramp-Up Account and the Principal Collection Account into the Interest Collection Account as Interest Proceeds (including any transfer to be made on such date) in the aggregate do not exceed [1.00]% of the Aggregate Ramp-Up Par Amount, (iii) the Aggregate Ramp-Up Par Condition is satisfied after giving effect to all such transfers and (iv) no Event of Default has occurred and is continuing.

"**Investment Advisers Act**" means the Investment Advisers Act of 1940, as amended.

"**Investment Criteria Adjusted Balance**" means, with respect to each Collateral Obligation, the Principal Balance of such Collateral Obligation; *provided* that, for all purposes the Investment Criteria Adjusted Balance of any:

(a) Deferring Obligation will be the S&P Collateral Value of such Deferring Obligation;

(b) Discount Obligation will be the product of the (x) purchase price (expressed as a percentage of par) and (y) Principal Balance of such Discount Obligation; and

(c) Collateral Obligation included in the CCC/Caa Excess will be the Market Value of such 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 or is included in the CCC/Caa Excess will be the lowest amount determined pursuant to clauses (a), (b) and (c).

"**Junior Class**" means, with respect to a particular Class of Notes, each Class of Notes that is subordinated to such Class, as indicated in "*Summary of Terms—Principal Terms of the Notes.*"

"**Knowledgeable Employee**" means any Person that, at the time of its acquisition, purported acquisition or proposed acquisition of Notes is a "knowledgeable employee" for purposes of Rule 3c-5 of the Investment Company Act.

"**Leveraged Loan Index Price**" means, on any date of determination, a price equal to the price of the S&P/LSTA Leverage Loan Price Index (Bloomberg Ticker: SPBDALB) on such date.

"**Long-Dated Obligation**" means any Collateral Obligation that has a stated maturity after the earliest Stated Maturity of the Notes; *provided* that, if any Collateral Obligation has scheduled distributions that occur both before and after the earliest Stated Maturity of the Secured Notes, only the scheduled distributions on such Collateral Obligation occurring after the earliest Stated Maturity of the Secured Notes will constitute a Long-Dated Obligation.

"**Maintenance Covenant**" means, as of any date of determination, a covenant by any underlying obligor of a loan, or another member of the borrowing group of which the obligor is a part, to comply with one or more financial covenants during each reporting period applicable to the related loan, whether or not any such obligor or such other member of the borrowing group, whether or not it has taken any specified action, or event relating to, such obligor occurs after such date of determination, *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, the Holders of more than 50% of the Aggregate Outstanding Amount of such Class.

"**Margin Stock**" has the meaning specified under Regulation U.

"**Market Value**" means, with respect to any loans or other assets, the amount (determined by the Portfolio Manager) equal to the product of the principal amount thereof and the price determined in the following manner:

(a) the bid-side quote determined by any of Loan Pricing Corporation, Markit Partners, Houlihan Lokey (with respect to enterprise valuations of an obligor only) or any other nationally recognized pricing service selected by the Portfolio Manager; or

(b) (i) if such quote described in clause (a) is not available, the average of the bid-side quotes determined by three broker-dealers active in the trading of such asset that are Independent (with respect to each other and the Portfolio Manager); or

(ii) if only two such bids can be obtained, the lower of the bid-side quotes of such two bids; or

(iii) if only one such bid can be obtained, such bid; *provided* that, this sub-clause (iii) will not apply at any time at which the Portfolio Manager is not a registered investment adviser under the Investment Advisers Act; or

(c) if such quote or bid described in clause (a) or (b) is not available, then the Market Value of such Collateral Obligation will be the lower of (x) the higher of (A) such asset's S&P Recovery Amount and (B) 70% of the outstanding principal amount of such Collateral Obligation and (y) the Market Value determined by the Portfolio Manager exercising reasonable commercial judgment, 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 Portfolio Manager is not a registered investment adviser under the Investment Advisers Act, the Market Value of any such asset may not be determined in accordance with this clause (c) for more than 30 days; or

(d) if the Market Value of an asset is not determined in accordance with clause (a), (b) or (c) above, then the Market Value shall be deemed to be zero until such determination is made in accordance with clause (a), (b) or (c) above.

"**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 (a) any day on which the Issuer enters into a commitment to purchase a Collateral Obligation, or the day on which a default of a Collateral Obligation occurs, (b) any Determination Date, (c) the date as of which the information in any Monthly Report is calculated, (d) with [five] Business Days prior notice, any Business Day requested by the Rating Agency then rating any Class of Outstanding Notes, and (e) the Effective Date; *provided* that, in the case of (a) through (d), no "Measurement Date" shall occur prior to the Effective Date.

"**Medium Facility Loan**" means a Collateral Obligation issued by an issuer having a total potential indebtedness (as determined by original or subsequent issuance size, at the time of purchase by the Issuer, whether drawn or undrawn) under all loan agreements, indentures, and other Underlying Instruments entered into directly or indirectly by such issuer or an affiliate thereof of less than U.S.$[250,000,000] (it being understood, and as a clarification only, that any principal payments made in respect of such loan agreements, indentures and other Underlying Instruments shall not be taken into account for purposes of this definition). For the avoidance of doubt, if a Collateral Obligation is determined not to be a Medium Facility Loan at the time the Issuer commits to acquire such obligation, it shall not thereafter be deemed to be a Medium Facility Loan.

"**Minimum Fixed Coupon**" means (i) if any of the Collateral Obligations are fixed rate Collateral Obligations [●]% and (ii) otherwise zero.

"**Minimum Floating Spread**" means the spread equal to: (i) during the Reinvestment Period, a Weighted Average Floating Spread value selected by the Portfolio Manager that would result in the S&P CDO Monitor Test being satisfied on such date of determination (or, if the S&P CDO Monitor Test was not satisfied immediately prior to such date, a Weighted Average Floating Spread value that would result in the S&P CDO Monitor Test being maintained or improved at the level on such date) and (ii) after the Reinvestment Period, the lowest Weighted Average Floating Spread value that would result in the S&P CDO Monitor Test being satisfied as of the last day of

the Reinvestment Period (or, if the S&P CDO Monitor Test was not satisfied on such date, the lowest Weighted Average Floating Spread that would result in the S&P CDO Monitor Test being maintained or improved at the level on such date).

"**Minimum Price**" means, with respect to the purchase of a Collateral Obligation, a price equal to [60.0]% of the par value thereof; *provided* that (i) up to [5.0]% of the Collateral Principal Amount may be purchased at a price below [60.0]% of its par but greater than or equal to [50.0]% of its par and (ii) no Minimum Price shall apply with respect to (x) the purchase of any Workout Obligation or (y) in connection with an Exchange Transaction.

"**Moody's**" means Moody's Investors Service, Inc. and any successor thereto.

"**Moody's Credit Estimate**" means with respect to any Collateral Obligation as of any date of determination, an estimated credit rating for such Collateral Obligation (or, if such credit estimate is the Moody's Rating Factor, the credit rating corresponding to such Moody's Rating Factor) provided or confirmed by Moody's in the previous 15 months; *provided* that, (a) if Moody's has been requested by the Issuer, the Portfolio Manager or the issuer of such Collateral Obligation to assign or renew an estimate with respect to such Collateral Obligation but such rating estimate has not been received, pending receipt of such estimate, the Moody's Rating or Moody's Default Probability Rating of such Collateral Obligation shall be (1) "B3" if the Portfolio Manager certifies to the Trustee and the Collateral Administrator that the Portfolio Manager believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Obligations determined pursuant to this subclause (1) does not exceed 5% of the Collateral Principal Amount of all Collateral Obligations or (2) otherwise, "Caa1" if the Portfolio Manager certifies to the Trustee and the Collateral Administrator that the Portfolio Manager believes that such estimate shall be at least "Caa1" and (b) with respect to a Collateral Obligation's credit estimate which has not been renewed, the Moody's Credit Estimate will be (1) within 13-15 months of issuance, one subcategory lower than the estimated rating and (2) after 15 months of issuance, "Caa3."

"**Moody's Default Probability Rating**" means,

(a) with respect to a Collateral Obligation other than a DIP Collateral Obligation:

(i) if the obligor of such Collateral Obligation has a corporate family rating by Moody's, such rating;

(ii) if not determined pursuant to clause (i) above, if the senior unsecured debt of the obligor of such Collateral Obligation has a public rating by Moody's (a "**Moody's Senior Unsecured Rating**"), such Moody's Senior Unsecured Rating;

(iii) if not determined pursuant to clause (i) or (ii) above, if the senior secured debt of the obligor has a public rating by Moody's, the Moody's rating that is one subcategory lower than such rating;

(iv) if not determined pursuant to clause (i), (ii) or (iii) above, the Portfolio Manager may elect to use a Moody's Credit Estimate to determine the Moody's Rating Factor for such Collateral Obligation;

(v) if the Moody's Default Probability Rating is not determined pursuant to clause (i), (ii), or (iii) above (and a Moody's Rating Factor is not determined pursuant to clause (iv) above), the Moody's Derived Rating, if any; or

(vi) if the Moody's Default Probability Rating is not determined pursuant to clause (i), (ii), (iii) or (v) above (and a Moody's Rating Factor is not determined pursuant to clause (iv) above), the Moody's Default Probability Rating will be "Caa3"; and

(b) with respect to a DIP Collateral Obligation:

(i) the rating which is one subcategory below the facility rating (whether public or private) of such DIP Collateral Obligation rated by Moody's; or

(ii) if not determined pursuant to clause (i), the Moody's Default Probability Rating will be "B2,"

provided that, for purposes of determining a Moody's Default Probability Rating, if an obligor does not have a Moody's corporate family rating and any entity in such obligor's corporate family has a Moody's corporate family rating, the Moody's corporate family rating from Moody's of such entity will be deemed to be the Moody's corporate family rating of the obligor.

"**Moody's Derived Rating**" means, with respect to any Collateral Obligation, the Moody's Rating or Moody's Default Probability Rating of which cannot otherwise be determined pursuant to the definitions thereof, the Moody's Rating or the Moody's Default Probability Rating determined for such Collateral Obligation in the manner set forth below.

(a) With respect to any Current Pay Obligation, the Moody's rating which is one subcategory below the facility rating (whether public or private) of such Current Pay Obligation rated by Moody's.

(b) If not determined pursuant to clause (a) above, if another obligation of the obligor is rated by Moody's, by adjusting the rating of the related Moody's rated obligations of the related obligor by the number of rating subcategories according to the table below:

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

(c) If not determined pursuant to clause (a) or (b) above, by using any one of the methods provided below:

(i) pursuant to the table below:

Type of Collateral Obligation	Rating by S&P (Public and Monitored)	Collateral Obligation Rated by S&P	Number of Subcategories Relative to Moody's Equivalent of Rating by S&P
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

(ii) 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**"), the rating of such parallel security shall at the election of the Portfolio Manager be determined in accordance with the table set forth in sub-clause (i) above, and the Moody's Rating or Moody's Default Probability Rating of such Collateral Obligation shall be determined in accordance with the methodology set forth in clause (b) above (for such purposes treating the parallel security as if it were rated by Moody's at the rating determined pursuant to this sub-clause (ii)).

"**Moody's Rating**" means,

(a) with respect to a Collateral Obligation that is a Senior Secured Loan that is not a DIP Collateral Obligation:

(i) if Moody's has assigned such Collateral Obligation a public rating or a private letter rating, such rating;

(ii) if not determined pursuant to clause (i), (A) if the obligor of such Collateral Obligation has a corporate family rating by Moody's (including pursuant to a Moody's Credit Estimate), the Moody's rating that is one subcategory higher than such corporate family rating or (B) if the Issuer has obtained a Moody's Credit Estimate with respect to such Collateral Obligation, the Moody's rating that is one subcategory higher than such Moody's Credit Estimate;

(iii) if not determined pursuant to clause (i) or (ii), if the obligor of such Collateral Obligation has a Moody's Senior Unsecured Rating, the Moody's rating that is two subcategories higher than such Moody's Senior Unsecured Rating;

(iv) if not determined pursuant to clause (i), (ii) or (iii), the Moody's Derived Rating, if any; or

(v) if not determined pursuant to clause (i), (ii), (iii) or (iv), "Caa3";

(b) with respect to a Collateral Obligation that is not a Senior Secured Loan that is not a DIP Collateral Obligation:

(i) if Moody's has assigned such Collateral Obligation a public rating or a private letter rating, such rating;

(ii) if not determined pursuant to clause (i), if the obligor of such Collateral Obligation has a Moody's Senior Unsecured Rating, such Moody's Senior Unsecured Rating;

(iii) if not determined pursuant to clause (i) or (ii), (A) if the obligor of such Collateral Obligation has (A) a corporate family rating by Moody's (including pursuant to a Moody's Credit Estimate), the Moody's rating that is one subcategory lower than such corporate family rating or (B) if the Issuer has obtained a Moody's Credit Estimate with respect to such Collateral Obligation, the Moody's rating that is one subcategory lower than such Moody's Credit Estimate;

(iv) if not determined pursuant to clause (i), (ii) or (iii), if the subordinated debt of the obligor of such Collateral Obligation has a public rating from Moody's, the Moody's rating that is one subcategory higher than such rating;

(v) if not determined pursuant to clause (i), (ii), (iii) or (iv), the Moody's Derived Rating, if any; or

(vi) if not determined pursuant to clause (i), (ii), (iii), (iv) or (v), "Caa3."

(c) with respect to a Collateral Obligation that is a DIP Collateral Obligation, the Moody's Rating thereof will be the credit rating assigned to such issue by Moody's, or if such DIP Collateral Obligation was assigned a point-in-time rating by Moody's that was withdrawn, such withdrawn rating may be used for 12 months after the assignment of such rating (provided, that, if any such Collateral Obligation that is a DIP Collateral Obligation is newly issued and the Portfolio Manager expects a Moody's credit rating within 90 days, the Moody's Rating of such Collateral Obligation) will be (1) as determined by the Portfolio Manager in its commercially reasonable judgment for a period of up to 90 days after acquisition of such DIP Collateral Obligation and (2) "Caa3" following such 90 day period; unless, during such 90 day period, the Portfolio Manager has requested the extension of such period and Moody's, in its sole discretion, has granted such request; *provided* that if a Moody's Rating is assigned to such Collateral Obligation at any time during such 90 day period (or such extension period, if applicable), such Moody's Rating shall apply.

For purposes of determining a Moody's Rating, if an obligor does not have a Moody's corporate family rating and any entity in such obligor's corporate family has a Moody's corporate family rating, the Moody's corporate family rating from Moody's of such entity will be deemed to be the Moody's corporate family rating of the obligor.

"**Moody's Rating Factor**" means, for each Collateral Obligation, the number set forth in the table below opposite the Moody's Default Probability Rating 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
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

"**NAV Market Value**" means the sum of the amount determined as of the Subordinated Notes NAV Determination Date for each Pledged Obligation and Margin Stock (each, an "asset") as follows:

(a) the amount of any cash; plus

(b) with respect to each asset (other than Workout Securities and cash), the principal amount of such asset times:

(i) the mean of the average bid for such asset provided by any of Loan Pricing Corporation, Markit Group Limited or Bloomberg Valuation Service or any other nationally recognized pricing service subscribed to by the Portfolio Manager;

(ii) if no such pricing service is available, the average of at least three bids for such asset obtained by the Portfolio Manager from nationally recognized dealers (that are Independent from each other and from the Portfolio Manager);

(iii) if no such pricing service is available and only two bids for such asset can be obtained, the lower of such two bids;

(iv) if no such pricing service is available and only one bid for such asset can be obtained, such bid; and

(v) if, after the Portfolio Manager has made commercially reasonable efforts to obtain the NAV Market Value in accordance with clauses (i) through (iv) above, the amount as determined by an Independent valuation service (selected by the Portfolio Manager) for assets similar to such asset; plus

with respect to (i) Workout Securities, that are traded on an Approved Exchange, the number of units of such asset times the closing price as of the most recent Business Day on such Approved Exchange, or if such Approved Exchange is NASDAQ, the closing bid price at such date (or if such Approved Exchange is closed for business at such date, then the most recent available closing price or closing bid price, as the case may be) and (ii) all other Workout Securities, zero.

"**Non-U.S. DIP Collateral Obligation**" means a DIP Collateral Obligation described in clause (b) of the definition thereof.

"**Note Register**" means the register of Notes maintained under the Indenture.

"**Offering**" means the offering of the Notes pursuant to this Offering Circular.

"**Ongoing Expense Excess Amount**" means, on any Distribution Date, an amount equal to the excess, if any, of (a) the Administrative Expense Cap over (b) the sum of (without duplication) (i) all amounts paid pursuant to clause (A)(2) of the Priority of Interest Proceeds on such Distribution Date (excluding all amounts being deposited on such Distribution Date to the Ongoing Expense Smoothing Account) *plus* (ii) any Administrative Expenses paid from the Expense Reserve Account or from the Collection Account pursuant to the Indenture on such Distribution Date or between Distribution Dates.

"**Ongoing Expense Smoothing Shortfall**" means, on any Distribution Date, the excess, if any, of $[150,000] over the amount then on deposit in the Ongoing Expense Smoothing Account without giving effect to any deposit thereto on such Distribution Date pursuant to clause (A) of the Priority of Interest Proceeds.

"**Outstanding**" means with respect to the Notes of any specified Class, as of any date of determination, all of the Notes or all of the Notes of such Class, as the case may be, theretofore authenticated and delivered under the Indenture, as applicable, except: (i) Notes theretofore cancelled by the applicable Registrar or delivered to the applicable Registrar for cancellation or, in the case of Notes, registered in the Note Register on the date the Trustee provides notice to Holders that the Indenture has been discharged; *provided* that for purposes of calculating each Overcollateralization Ratio Test, the Reinvestment Overcollateralization Test and the Event of Default Par Ratio, any Notes surrendered in breach of the limitations set forth in the Indenture shall be deemed to be Outstanding; (ii) Notes or portions thereof for whose payment or redemption funds in the necessary amount have been theretofore irrevocably deposited with the Trustee or any Paying Agent in trust for the Holders of such Notes pursuant to the Indenture; *provided* that, if such Notes or portions thereof are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made; (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to the Indenture, unless proof satisfactory to the Trustee is presented that any such Notes are held by a "protected purchaser" (within the meaning of Section 8-303 of the UCC); and (iv) Notes alleged to have been mutilated, defaced, destroyed, lost or stolen for which replacement Notes have been issued as provided in the Indenture; *provided* that, 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 or under the Portfolio Management Agreement, the following Notes will be disregarded and deemed not to be Outstanding:

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

(B) any Portfolio Manager Notes, solely in connection with certain votes in respect of the removal of the Portfolio Manager, as described under "*The Portfolio Management Agreement*,"

except that, (1) in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes a Trust Officer of the Trustee has actual knowledge (or has been provided written notice of) to be so owned shall 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 the Issuer, the Co-Issuer, any other obligor upon the Notes or any Affiliate of the Issuer, the Co-Issuer, or such other obligor (or the Portfolio Manager, any Affiliate of the Portfolio Manager or any other account or investment fund over which the Portfolio Manager or any Affiliate has discretionary voting authority).

"**Overcollateralization Ratio**" means, with respect to any specified Class or Classes of Secured Notes as of the Effective Date or any Measurement Date thereafter, the percentage derived from (a) the Adjusted Collateral Principal Amount *divided by* (b) the sum of (i) the Aggregate Outstanding Amounts of the Secured Notes of such Class or Classes, each Priority Class of Secured Notes and each Pari Passu Class of Secured Notes and (ii) Deferred Interest, if any, with respect to such Class or Classes, each Priority Class of Secured Notes and each Pari Passu Class of Secured Notes.

"**Pari Passu Class**" means, with respect to each Class of Notes, each Class of Notes that is *pari passu* to such Class, as indicated in the "*Summary of Terms—Principal Terms of the Notes*."

"**Partial Deferrable Obligation**" means any Collateral Obligation with respect to which under the related Underlying Instruments (a) 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 Rate or the applicable index with respect to which interest on such Collateral Obligation is calculated (or, in the case of a fixed rate Collateral Obligation, at least equal to the forward swap rate for a designated maturity equal to the scheduled maturity of such Collateral Obligation)) and (b) the issuer thereof or obligor thereon may defer or capitalize the remaining portion of the interest due thereon.

"**Partial Redemption**" means a Refinancing of one or more (but not all) Classes of Secured Notes.

"**Partial Redemption Date**" means any date on which a Partial Redemption or a Re-Pricing Redemption occurs.

"**Participation Interest**" means a participation interest in a loan originated by a bank or financial institution that, at the time of acquisition, or the Issuer's commitment to acquire the same, satisfies each of the following criteria: (i) such participation would constitute a Collateral Obligation were it acquired directly, (ii) the Selling Institution is a lender on the loan, (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) such participation does not grant, in the aggregate, to the participant in such participation a greater interest than the Selling Institution holds in the loan or commitment that is the subject of the participation, (v) the entire purchase price for such participation is paid in full at the time of the Issuer's acquisition (or, to the extent of a participation in the unfunded commitment under a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, at the time of the funding of such loan), (vi) the participation 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 the loan participation and (vii) such participation is documented under a Loan Syndications and Trading Association, Loan Market Association or similar agreement standard for loan participation transactions among institutional market participants. For the avoidance of doubt, a Participation Interest shall not include a sub-participation interest in any loan.

"**Paying Agent**" means each paying agent appointed under the Indenture.

"**Pending Rating DIP Collateral Obligation**" means a newly issued DIP Collateral Obligation that does not have an S&P Rating and is described in the definition thereof.

"**Permitted Non-Loan Asset**" means a debt security that is a Bond.

"**Permitted Use**" means, with respect to (a) any Supplemental Reserve Amount, (b) any Contribution received into the Permitted Use Account, (c) as determined by the Portfolio Manager in its sole discretion, any amounts in respect of Management Fees waived by the Portfolio Manager in accordance with the Portfolio Management Agreement or (d) Additional Junior Notes Proceeds, any of the following uses: (i) the transfer of the applicable portion of such amount to the Interest Collection Account for application as Interest Proceeds; (ii) the transfer of the applicable portion of such amount to the Principal Collection Account for application as Principal Proceeds; (iii) the making of payments in connection with the exercise of an option, warrant, right of conversion, pre-emptive right, rights offering, credit bid or similar right received in connection with the workout or restructuring of a Collateral Obligation; (iv) the transfer of the applicable portion of such amount to the Ongoing Expense Smoothing Account (without regard for any applicable cap on amounts to be deposited in such Account) for payment of accrued and unpaid Administrative Expenses in connection with any Optional Redemption, Partial Redemption, Re-Pricing Redemption or an issuance of Additional Notes, in each case subject to the limitations set forth in the Indenture; (v) to be used for payment of expenses incurred in connection with a liquidation of the Co-Issuers or to pay additional expenses arising after the Reinvestment Period, subject to the limitations set forth in the Indenture; (vi) the purchase of Restructured Obligations, Workout Instruments or Collateral Obligations, (vii) the purchase of Notes in accordance with the Indenture or (viii) any other use of funds permitted under the Indenture; *provided* that, in the case of Contributions received into the Permitted Use Account, once designated to a Permitted Use, such amounts may not subsequently be re-designated to a different Permitted Use.

"**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.

"**Pledged Obligations**" means, as of any date of determination, the Collateral Obligations, the Eligible Investments or any Equity Security which forms part of the Assets that have been granted to the Trustee.

"**Portfolio Manager Notes**" means, as of any date of determination, (a) all Notes held on such date (directly or indirectly through an intermediate entity) by (i) the Portfolio Manager or any employees of the Portfolio Manager, (ii) any Affiliate of the Portfolio Manager or (iii) any account, fund, client or portfolio managed or advised on a discretionary basis by the Portfolio Manager or any of its Affiliates (other than any such account, fund or client whose voting rights with respect to such Notes and the matter in question are exercised by or subject to the approval of the account, fund or client or the beneficiary thereof and not solely at the direction of or by the Portfolio Manager or 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).

"**Post-Acceleration Distribution Date**" means any Business Day after the principal of the Secured Notes have been declared to be or has otherwise become immediately due and payable pursuant to the applicable provisions of the Indenture; *provided* that, such declaration has not been rescinded or annulled.

"**Primary Business**" means, in relation to an obligor or company, for the purposes of determining whether a debt obligation or debt security is a Prohibited Obligation, where such group derives more than 50.0% of its revenues from the relevant business, trade or production (as applicable) at the time of purchase of the Prohibited Obligation.

"**Principal Balance**" means, subject to the Collateral Assumptions, with respect to (a) any Pledged Obligation other than a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, as of any date of determination, the outstanding principal amount of such Pledged Obligation 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, *plus* (except as expressly set forth in the Indenture) any undrawn commitments that have not been irrevocably reduced with respect to such Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation; *provided* that, for all purposes (i) the Principal Balance of (x) any Defaulted Obligation held by the Issuer for more than three years after it becomes a Defaulted Obligation and (y) any Equity Security (including, for the avoidance of doubt, any Equity Security acquired in accordance with the proviso to clause (xxii) of the definition of "Collateral Obligation") shall be deemed to be zero, (ii) the Principal Balance of any Collateral Obligation that, at the time of its purchase by the Issuer, was subject to an Offer for a price of less than its par amount, shall be, until the expiration of such Offer in accordance with its terms, the Offer price (expressed as a dollar amount) of such Collateral Obligation, (iii) the Principal Balance of any Workout Security or Restructured Obligation (other than a Workout Obligation) shall be deemed to be zero and (iv) the Principal Balance of a Deferrable Obligation or Partial Deferrable Obligation (A) shall not include any deferred interest that has been added to principal since its acquisition and remains unpaid and (B) shall only include interest that has been deferred or capitalized at the time of acquisition if, in the Portfolio Manager's commercially reasonable business judgment, such interest remains unpaid other than due to the related obligor's ability to repay such amounts.

"**Principal Financed Accrued Interest**" means, with respect to (i) any Collateral Obligation owned or purchased by the Issuer on or prior to the Closing Date, an amount of Interest Proceeds directed by the Portfolio Manager to be deposited directly into the Collection Account as Principal Proceeds up to an amount set forth in a written certificate of the Portfolio Manager to be delivered to the Trustee (with a copy to the Placement Agent) and (ii) any Collateral Obligation purchased after the Closing Date, the amount of Principal Proceeds, if any, applied towards the purchase of accrued interest on such Collateral Obligation; *provided however* in the case of this clause (ii) Principal Financed Accrued Interest will not include any accrued interest purchased with Interest Proceeds deemed to be Principal Proceeds as set forth in the definition of "Interest Proceeds."

"**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, including with respect to a Redemption Date other than a Partial Redemption Date, any Refinancing Proceeds; *provided* that, for the avoidance of doubt, Principal Proceeds will not include the Excepted Property.

"**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 Notes.*"

"**Priority Hedge Termination Event**" means the occurrence of (a) the Issuer's failure to make required payments or deliveries pursuant to a Hedge Agreement with respect to which the Issuer is the sole "Defaulting Party" (or term of similar import, as defined in the relevant Hedge Agreement) or the occurrence of an additional termination event in which the Issuer is the sole "Affected Party" (or term of similar import, as defined in the relevant Hedge Agreement), (b) certain events of bankruptcy, dissolution or insolvency with respect to which the Issuer is the sole "Defaulting Party" (or term of similar import, as defined in the relevant Hedge Agreement), (c) after the Closing Date, a change in Applicable Law that makes it unlawful for either the Issuer or a Hedge Counterparty to perform its obligations under any Hedge Agreement, (d) the liquidation of the Assets due to an Event of Default under the Indenture or (e) any termination of a Hedge Agreement in response to a reduction in the Collateral Principal Amount with respect to which the Issuer is the sole Defaulting Party or Affected Party (or term of similar import, as defined in the relevant Hedge Agreement).

"**Proceeding**" means any suit in equity, action at law or other judicial or non-judicial enforcement or administrative proceeding.

"**Prohibited Industry**" means any of the following industries:

(a) the production or distribution of antipersonnel landmines, cluster munitions, biological and chemical, radiological and nuclear weapons or any primary component used specifically in the production of any such weapon system or which plays a direct role in the lethality of any such weapon system;

(b) the manufacture of fully completed and operational assault weapons or firearms;

(c) pornography or adult entertainment;

(d) coal mining and/or coal-based power generation;

(e) the food commodity derivatives industry;

(f) the growth and sale of tobacco;

(g) upstream production and/or processing of palm; or

(h) the making or collection of pay day loans.

"**Prohibited Obligation**" means any asset which, with respect to its obligor, its Primary Business is a Prohibited Industry, as determined in the reasonable judgement of the Portfolio Manager.

"**Proposed Portfolio**" means, as of any date of determination, the portfolio of Collateral Obligations and Eligible Investments resulting from the proposed acquisition, sale, maturity or other disposition of a Collateral Obligation or a proposed reinvestment in an additional Collateral Obligation, as the case may be.

"**Purchased Discount Obligation**" means a Collateral Obligation acquired by the Issuer for a purchase price less than 100% of its Principal Balance and that does not constitute a Discount Obligation and for which the Portfolio Manager, in its discretion, has elected to treat such Collateral Obligation as a Purchased Discount Obligation; *provided* that any such election must be made on or before the first Determination Date after the date of acquisition of such Collateral Obligation, and any such election, once made, may not subsequently be changed.

"**Rating Agency**" means S&P only for so long as Notes rated by such entity on the Closing Date are Outstanding and rated by such entity.

"**Real Estate Loan**" means any Loan secured solely by real property or interests therein.

"**Record Date**" means, with respect to any applicable Distribution Date or Partial Redemption Date, the 15th day (whether or not a Business Day) prior to such Distribution Date or Partial Redemption Date.

"**Redemption Date**" means any date on which a redemption (other than a Mandatory Redemption) pursuant to the Indenture occurs.

"**Reference Rate Floor Obligation**" means as of any date, a floating rate Collateral 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.

"**Registered**" means in registered form for U.S. federal income tax purposes.

"**Registrar**" means the registrar appointed by the Issuer to maintain the Note Register under the Indenture, which will initially be the Trustee.

"**Regulation D**" means Regulation D, as amended, under the Securities Act.

"**Regulation S Global Note**" means a permanent global security in definitive, fully registered form without interest coupons sold to a non-U.S. person in an offshore transaction in reliance on Regulation S.

"**Regulation U**" means Regulation U (12 C.F.R. 221) issued by the Board of Governors of the Federal Reserve System.

"**Reinvestment Balance Criteria**" means criteria that are satisfied if, in respect of a reinvestment of Principal Proceeds (including but not limited to Sale Proceeds), 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, any of the following is satisfied: (1) the Adjusted Collateral Principal Amount (measured immediately prior to the trade date with respect to related sales or dispositions of Collateral Obligations) is maintained or increased, (2) the Aggregate Principal Balance of the Collateral Obligations plus, without duplication, the amounts on deposit in the Collection Account, the Permitted Use Account (to the extent such amounts have been designated as Principal Proceeds pursuant to the definition of Permitted Use) and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds is greater than or equal to the Reinvestment Target Par Balance, (3) the Aggregate Principal Balance (measured immediately prior to the trade date with respect to related sales or dispositions of Collateral Obligations) of the Collateral Obligations plus, without duplication, the amounts on deposit in the Collection Account, the Permitted Use Account (to the extent such amounts have been designated as Principal Proceeds pursuant to the definition of Permitted Use) and the Ramp-Up Account (including Eligible Investments therein) representing Principal Proceeds is maintained or increased, (4) solely in the case of purchases using the Sale Proceeds of any Collateral Obligation that is not a Credit Risk Obligation or Defaulted Obligation, the Investment Criteria Adjusted Balance of all Collateral Obligations purchased with such Sale Proceeds will be greater than or equal to the Investment Criteria Adjusted Balance of the disposed Collateral Obligations or (5) solely in the case of purchases using the Sale Proceeds of a Credit Risk Obligation or a Defaulted Obligation, the Aggregate Principal Balance of the Collateral Obligations purchased at least equals the applicable Sale Proceeds (if any).

"**Reinvestment Target Par Balance**" means the Aggregate Ramp-Up Par Amount *minus* (a) any reduction in the Aggregate Outstanding Amount of the Secured Notes through the Priority of Distributions (other than pursuant to the Priority of Redemption Payments) *plus* (b) the aggregate amount of Principal Proceeds that result from the issuance of any Additional Notes (after giving effect to such issuance of any Additional Notes but excluding (i) the amount of additional Subordinated Notes or Junior Mezzanine Notes issued in excess of the *pro rata* issuance amount, if any, of such Subordinated Notes or Junior Mezzanine Notes required in connection with any related additional issuance of Secured Notes and (ii) any additional Subordinated Notes or Junior Mezzanine Notes issued without any Secured Notes).

"**Relevant Governmental Body**" means 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 Alternative Reference Rates Committee) or any successor thereto.

"**Re-Pricing Proceeds**" means Available Redemption Interest Proceeds and the proceeds of Re-Pricing Replacement Notes.

"**Re-Pricing Redemption**" means, in connection with a Re-Pricing, the redemption of the Notes of any Re-Priced Class held by Non-Consenting Holders.

"**Re-Pricing Replacement Notes**" means Notes issued in connection with a Re-Pricing that have terms identical to the Re-Priced Class (after giving effect to the Re-Pricing).

"**Required Hedge Counterparty Rating**" means, with respect to any Hedge Counterparty (or its guarantor under a guarantee satisfying the then-current Rating Agency criteria with respect to guarantees), the minimum ratings required by the then-current criteria of the Rating Agency as determined by the Portfolio Manager, except to the extent that the Rating Agency provides written confirmation that one or more of such criteria are not required to be satisfied.

"**Restricted Trading Period**" means each day during which (a) so long as the Class A Notes remain Outstanding, the S&P rating thereof is withdrawn (and not reinstated) or such S&P rating is one or more subcategories below its initial rating thereof (and not on watch for upgrade) and (b) after giving effect to any sale (and any related reinvestment) or purchase of the relevant Collateral Obligations, (1) the Aggregate Principal Balance of the Collateral Obligations (excluding the Collateral Obligation being sold but including any related reinvestment) and Eligible Investments constituting Principal Proceeds (including, without duplication, the related reinvestment or any remaining net proceeds of such sale) will be less than the Adjusted Target Par Balance or (2) any Overcollateralization Ratio Test is not satisfied; provided that, such period will not be a Restricted Trading Period (x) upon the withdrawal of a rating of any Class of Notes because such Class is no longer Outstanding or if S&P ceases to be the Rating Agency, (y) upon the waiver of a Majority of the Controlling Class, which waiver by a Majority of the Controlling Class will remain in effect until the earlier of (A) a subsequent direction by a Majority of the Controlling Class to declare the beginning of a Restricted Trading Period or (B) a further downgrade or withdrawal of the S&P rating of the Class A Notes that, in each case, notwithstanding such waiver, would cause the condition set forth in clause (a) to be true; provided, further, that the downgrade or withdrawal of any rating is as a result of either (i) regulatory change or (ii) a change in the Rating Agency's structured finance rating criteria will not result in a Restricted Trading Period.

"**Restructured Obligation**" means a bank loan or other debt obligation acquired by the Issuer resulting from, or received in connection with, the workout or restructuring of a Collateral Obligation that the Portfolio Manager reasonably expects will result in a better overall recovery on the related Collateral Obligation. The acquisition of Restructured Obligations will not be required to satisfy the Investment Criteria.

"**Restructuring Amendment**" means the criteria satisfied with respect to any Collateral Obligation (other than a DIP Collateral Obligation) if (i) the issuer of such Collateral Obligations has made a Distressed Exchange Offer and such Collateral Obligation is subject to the Distressed Exchange Offer or ranks equal to or higher in priority than the obligation subject to the Distressed Exchange Offer, (ii) in the case of a Distressed Exchange Offer that is a repurchase of debt for cash, the repurchased debt will be extinguished and (iii) the Issuer does not hold any obligation of the issuer making the Distressed Exchange Offer that ranks lower in priority than the obligation subject to the Distressed Exchange Offer

"**Reuters Screen**" means Reuters Page USDSOFR-CME-Term or such other Reuters Page displaying CME Term SOFR with a tenor equal to the Index Maturity (without regard to the proviso in the definition of Index Maturity) (or such other page that may replace that page on such service for the purpose of displaying comparable rates) as reported by Bloomberg Financial Markets Commodities News (or its successor) as of 11:00 a.m., New York time, on the Interest Determination Date.

"**Revolving Collateral Obligation**" means any Collateral Obligation (other than a Delayed Drawdown Collateral Obligation) (including, without limitation, revolving loans, including funded and unfunded portions of revolving credit lines and unfunded commitments under specific facilities and other similar loans) 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.

"**Rule 144A Global Note**" means a permanent global security in definitive, fully registered form without interest coupons that is not a Regulation S Global Note.

"**S&P**" means S&P Global Ratings, an S&P Global business, and any successor or successors thereto.

"**S&P Additional Current Pay Criteria**" means criteria satisfied with respect to any Collateral Obligation (other than a DIP Collateral Obligation) if either (i)(A) the issuer of such Collateral Obligation has made a Distressed Exchange Offer and such Collateral Obligation is subject to the Distressed Exchange Offer or ranks equal to or higher in priority than the obligation subject to the Distressed Exchange Offer, (B) in the case of a Distressed Exchange Offer that is a repurchase of debt for cash, the repurchased debt will be extinguished and (C) the Issuer does not hold any obligation of the issuer making the Distressed Exchange Offer that ranks lower in priority than the obligation subject to the Distressed Exchange Offer, or (ii) such Collateral Obligation has a Market Value of at least [80]% of its par value (*provided* that, for such purposes, the Market Value of such Collateral Obligation shall be determined without regard to clause (c)(y) of the definition thereof).

"**S&P CDO Monitor**" means the dynamic, analytical computer model developed by S&P and available for download from platform.ratings360.spglobal.com by the Portfolio Manager and the Collateral Administrator, on or after the Effective Date, to determine the credit risk of a portfolio of Collateral Obligations and which may be modified by S&P from time to time.

For purposes of applying the S&P CDO Monitor as of any date of determination to determine the Class Break-Even Default Rate for the Highest Ranking Class:

(A) the applicable weighted average spread will be the lesser of (i) a spread between [●]% and [●]% (in increments of [●]%) as chosen by the Portfolio Manager (the "**Available Spread Input**") and (ii) the Weighted Average Floating Spread; *provided* that unless the Portfolio Manager otherwise notifies S&P in writing on or prior to the Effective Date, as of the Effective Date the applicable weighted average spread will be [●]%;

(B) the applicable weighted average recovery rate will be selected by the Portfolio Manager by reference to the applicable weighted average recovery rate set forth in the definition of S&P Minimum Weighted Average Recovery Rate (the "**S&P Weighted Average Recovery Rate Input**" and, together with the Available Spread Input and the S&P Weighted Average Life Input, the "**S&P Recovery Rate Set**"); *provided* that unless the Portfolio Manager otherwise notifies S&P in writing on or prior to the Effective Date, as of the Effective Date the Portfolio Manager will elect the S&P Minimum Weighted Average Recovery Rates set forth above in the column labeled "Preset Effective Date Recovery Rate"; and

(C) the applicable weighted average life will be one of the weighted average life values listed in the definition of S&P Weighted Average Life Input, as selected by the Portfolio Manager, so long as the selected weighted average life value is not less than the Weighted Average Life of the Collateral Obligations as of such determination date;

provided, *further*, that as of any date of determination, the Weighted Average Floating Spread equals or exceeds the Weighted Average Floating Spread chosen by the Portfolio Manager and the S&P Weighted Average Recovery Rate for the Highest Ranking Class equals or exceeds the S&P Minimum Weighted Average Recovery Rate chosen by the Portfolio Manager for the Highest Ranking Class.

The Portfolio Manager will have the right to choose which Available Spread Input and S&P Recovery Rate Set will be applicable as of the Effective Date for purposes of both (i) the S&P CDO Monitor and (ii) the S&P Minimum Weighted Average Recovery Rate Test. From and after the Effective Date, the Portfolio Manager may choose a different S&P Recovery Rate Set at any time upon at least [ten] Business Days' prior written notice to the Collateral Administrator (or such shorter time as may be acceptable to the Collateral Administrator); *provided* that the Collateral Obligations must be in compliance with such different S&P Recovery Rate Set and, solely for purposes of this proviso, if the Issuer has entered into a commitment to invest in a Collateral Obligation, compliance with the newly selected S&P Recovery Rate Set may be determined after giving effect to such investment.

"**S&P CDO Monitor Formula Election Date**" means the date designated by the Portfolio Manager upon at least [five] Business Days' prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilize the S&P CDO Monitor Adjusted BDR; *provided* that an S&P CDO Monitor Formula Election Date may only occur once.

"**S&P CDO Monitor Formula Election Period**" means: (a) if an S&P CDO Monitor Formula Election Date does not occur in connection with the Effective Date, the period from and including the S&P CDO Monitor Formula Election Date (if any) to the date on which the Secured Notes are repaid in full and (b) if an S&P CDO Monitor Formula Election Date occurs in connection with the Effective Date, the period from and including the Effective Date to but excluding the S&P CDO Monitor Model Election Date (if any).

"**S&P CDO Monitor Model Election Date**" means the date designated by the Portfolio Manager upon at least [five] Business Days' prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilize the S&P CDO Monitor; *provided* that an S&P CDO Monitor Model Election Date may only occur once.

"**S&P CDO Monitor Model Election Period**" means: (a) if an S&P CDO Monitor Formula Election Date does not occur in connection with the Effective Date, the period from and including the Effective Date to but excluding the S&P CDO Monitor Formula Election Date (if any) and (b) if an S&P CDO Monitor Formula Election Date does occur in connection with the Effective Date, the period from and including the S&P CDO Monitor Model Election Date.

"**S&P Collateral Value**" means, with respect to any Defaulted Obligation or Deferring Obligation, (a) as of any date of determination during the first 30 days in which the obligation is a Defaulted Obligation or Deferring Obligation, the S&P Recovery Amount of such Defaulted Obligation or Deferring Obligation as of such date or (b) as of any date of determination after the 30-day period referred to in clause (a), the lesser of the (i) S&P Recovery Amount of such Defaulted Obligation or Deferring Obligation as of such date and (ii) Market Value of such Defaulted Obligation or Deferring Obligation as of such date.

"**S&P Effective Date Requirements**" means the provision of (i) the Effective Date Report to the Rating Agency and (ii) the Excel Default Model Input File to S&P.

"**S&P Industry Classification**" has the meaning specified in Annex B hereto, and such industry classifications will be updated at the sole option of the Portfolio Manager if S&P publishes revised industry classifications.

"**S&P Minimum Weighted Average Recovery Rate**" means as of any date of determination, the recovery rate associated with the S&P CDO Monitor based upon the case chosen by the Portfolio Manager (with prior notification to the Collateral Administrator and S&P) as currently applicable to the Collateral Obligations.

"**S&P Rating**" has the meaning specified in Annex A hereto.

"**S&P Rating Condition**" means confirmation in writing (which may be in the form of a press release) from S&P that (a) the initial ratings assigned by S&P on the Closing Date of the Secured Notes have been confirmed in connection with the Effective Date or (b) other than in connection with the Effective Date, a proposed action or designation will not cause the then-current ratings of any Class of Secured Notes to be reduced or withdrawn. If S&P (i) makes a public announcement or informs the Issuer, the Portfolio Manager or the Trustee that (x) it believes the S&P Rating Condition is not required with respect to an action or (y) its practice is to not give such confirmations with respect to the proposed action or (ii) no longer constitutes a Rating Agency under the Indenture or if no Class of Secured Notes rated by S&P are Outstanding, the requirement for the S&P Rating Condition with respect to S&P will not apply. Any requirement for the S&P Rating Condition will be inapplicable with respect to amendments requiring unanimous consent of all Holders of Notes, if 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.

"**S&P Recovery Amount**" means, with respect to any Collateral Obligation, an amount equal to the product of (x) the applicable S&P Recovery Rate applicable to the Highest Ranking Class and (y) the Principal Balance of such Collateral Obligation.

"**S&P Recovery Rate**" means, with respect to any Collateral Obligation, the recovery rate determined in the manner set forth in Annex D hereto.

"**S&P Recovery Rating**" means, with respect to any Collateral Obligation, the recovery rating assigned by S&P as contemplated by Annex D hereto.

"**S&P Weighted Average Life Input**" means a weighted average life value between 0 years and [●] years (in increments of 0.25 years) selected by the Portfolio Manager for the Highest Ranking Class from time to time with [five] Business Days' prior notification to the Trustee, the Collateral Administrator and S&P; *provided*, that such election shall not be effective unless after giving effect to such election the S&P CDO Monitor Test is satisfied. Unless the Portfolio Manager otherwise notifies S&P in writing on or prior to the Effective Date, as of the Effective Date the Portfolio Manager will elect the following S&P Weighted Average Life Input: [●] years.

"**S&P Weighted Average Recovery Rate**" means as of any date of determination, the number, expressed as a percentage and determined for the Highest Ranking Class, obtained by summing the products obtained by

multiplying the Principal Balance of each Collateral Obligation (excluding any Defaulted Obligation) by its corresponding S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Obligations (excluding any Defaulted Obligation), and rounding to the nearest tenth of a percent.

"**Sale Proceeds**" means all proceeds (excluding accrued interest, if any) received with respect to Assets as a result of sales of such Assets less any reasonable expenses incurred by the Portfolio Manager, the Trustee or the Collateral Administrator (other than amounts payable as Administrative Expenses) in connection with such sales.

"**Scheduled Distribution Date**" means the [●] day of [●], [●], [●] and [●] of each year (or, if such day is not a Business Day, the next succeeding Business Day), commencing in [●] 2022 and each Post-Acceleration Distribution Date.

"**Second Lien Loan**" means any assignment of or Participation Interest in or other interest in a loan that is a First-Lien Last-Out Loan or that (a) is not (and that by its terms is not permitted to become) subordinate in right of payment to any other obligation of the obligor of the loan other than a Senior Secured Loan with respect to the liquidation of such obligor or the collateral for such loan and (b) is secured by a valid second priority perfected security interest or lien to or on specified collateral securing the obligor's obligations under the loan, which security interest or lien is not subordinate to the security interest or lien securing any other debt for borrowed money other than a Senior Secured Loan secured by such specified collateral; *provided*, that for purposes of the definition of "S&P Recovery Rate" only, such loan is secured by a perfected security interest in collateral the value (whether the enterprise value or otherwise) of which the Portfolio Manager determines in good faith equals or exceeds, on or about the time of origination, the outstanding principal balance of the loan plus the aggregate outstanding balances of all other loans of equal or higher seniority secured by the same collateral.

"**Secured Loan Obligation**" means any Senior Secured Loan or Second Lien Loan.

"**Secured Notes**" means collectively, the Notes other than the Subordinated Notes.

"**Secured Parties**" means collectively the Holders of the Secured Notes, the Portfolio Manager, each Hedge Counterparty, the Administrator, the Collateral Administrator and the Trustee.

"**Securities Account Control Agreement**" means the securities account control agreement dated as of the Closing Date among the Issuer, the Trustee and U.S. Bank National Association, as securities intermediary, as amended from time to time.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Securities Intermediary**" is as defined in Section 8-102(a)(14) of the UCC.

"**Securities Lending Agreement**" means an agreement pursuant to which the Issuer agrees to loan any securities lending counterparty one or more assets and such securities lending counterparty agrees to post collateral with the Trustee or a Securities Intermediary to secure its obligation to return such assets to the Issuer.

"**Selling Institution**" means the entity obligated to make payments to the Issuer under the terms of a Participation Interest or its guarantor under a guarantee satisfying the then-current Rating Agency criteria with respect to the guarantees.

"**Senior Secured Loan**" means any assignment of, Participation Interest in or other interest in a loan that (a) is secured by a first priority perfected security interest or lien on specified collateral (subject to customary exemptions for permitted liens, including, without limitation, any tax liens), (b) has the most senior pre-petition priority (including *pari passu* with other obligations of the obligor) in any bankruptcy, reorganization, arrangement, insolvency, moratorium, winding-up or liquidation Proceedings and (c) by its terms is not permitted to become subordinate in right of payment to any other obligation of the obligor thereof, other than, with respect to a loan described in clause (a) above with respect to Super Senior Revolving Facilities; *provided* that Collateral Obligations that are considered Senior Secured Loans that are subordinated to a Super Senior Revolving Facility may only constitute up to [1]% of the Aggregate Ramp-Up Par Amount.

"**Senior Unsecured Loan**" means any assignment of or Participation Interest in or other interest in an unsecured loan that is not subordinated to any other unsecured indebtedness of the obligor.

"**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) on the Federal Reserve Bank of New York's website.

"**Step-Down Obligation**" means any Collateral Obligation the Underlying Instruments of which contractually mandate decreases in coupon payments or spread 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 or other similar coupon or spread-reset features); *provided* that, with respect to any date of determination, a Collateral Obligation providing for payment of a constant rate of interest at all times after such date shall not constitute a Step-Down Obligation; *provided*, *further*, that a Reference Rate Floor Obligation shall not be deemed to be a Step-Down Obligation solely as a result of the reference rate option.

"**Step-Up Obligation**" means any Collateral Obligation which provides for an increase, in the case of a Collateral Obligation which bears interest at a fixed rate, in the *per annum* interest rate on such Collateral Obligation or, in the case of a Collateral Obligation which bears interest at a floating rate, in the spread over that applicable index or benchmark rate, solely as a function of the passage of time; *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 of a special purpose vehicle (other than the Notes or any other security or obligation issued by the Issuer) secured directly by, referenced to, or representing ownership of, a pool of receivables or other assets.

"**Subordinated Note Collateral Obligation**" means (i) any Collateral Obligation that is purchased (a) on the Closing Date with proceeds from the sale of the Subordinated Notes or (b) after the Closing Date with proceeds in the Subordinated Note Ramp-Up Account or Subordinated Note Principal Collection Account and (ii) any Transferable Margin Stock that has been transferred to the Subordinated Note Custodial Account in exchange for a Collateral Obligation from the Subordinated Note Custodial Account, in each case that is designated by the Portfolio Manager as a Subordinated Note Collateral Obligation; *provided* that the amount of Collateral Obligations so designated (measured by the Issuer's acquisition cost (including accrued interest)) shall not exceed the Subordinated Note Reinvestment Ceiling.

"**Subordinated Note Reinvestment Ceiling**" means U.S.$[●].

"**Subordinated Notes**" means the Subordinated Notes issued pursuant to the Indenture.

"**Subordinated Notes NAV Amount**" means with respect to each Subordinated Notes being purchased, the amount, determined as of the Subordinated Notes NAV Determination Date, equal to (a) the Aggregate Outstanding Amount of the Subordinated Notes being purchased multiplied by the amount (expressed as a percentage), that is equal to the higher of (x) zero and (y) (a)(i) the NAV Market Value plus accrued interest on the Pledged Obligations and Margin Stock that has not been received by the Issuer (excluding accrued and unpaid interest on Defaulted Obligations) minus (ii) the sum of (A) the Aggregate Outstanding Amount of the Secured Notes, (B) the amounts described in the Indenture that would be paid if such date of determination were a Redemption Date and (C) the aggregate amount of any accrued and unpaid amounts due to any hedge counterparty (to the extent not included in the previous clause (B)) that would be paid if such date of determination were a Redemption Date, divided by (b) the Aggregate Outstanding Amount of the Subordinated Notes.

"**Supermajority**" means, with respect to any Class, the Holders of at least 66 2/3% of the Aggregate Outstanding Amount of the Notes of such Class.

"**Super Senior Revolving Facilities**" means any revolving, delayed draw, or secured facilities that have a super senior pre-petition priority or lien in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings above such priority or lien of a Collateral Obligation (that would be considered a Senior Secured Loan except as provided for in this definition) with the same obligor so long as, in the reasonable

commercial judgment of the Portfolio Manager, such super seniority does not have such priority or lien in the same collateral package value as the Collateral Obligation that is more than [10]% of the total collateral package value that has been pledged to such Collateral Obligation or the facility size of such super senior facility is not more than [10]% of the total original facility size of such Collateral Obligation.

"**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 will not be considered a Discount Obligation so long as such purchased Collateral Obligation (a) is purchased or committed to be purchased within [20] Business Days of such sale, (b) is purchased at a price (as a percentage of par) equal to or greater than the sale price of the sold Collateral Obligation, (c) is purchased at a purchase price not less than the Minimum Price and (d) either (x) has an S&P Rating equal to or greater than the S&P Rating of the sold Collateral Obligation or (y) 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 of the sold Collateral Obligation, as applicable; *provided* that to the extent that (i) the Aggregate Principal Balance of all Swapped Non-Discount Obligations since the Closing Date exceeds [15.0]% of the Collateral Principal Amount, or (ii) the Aggregate Principal Balance of all Swapped Non-Discount Obligations then owned by the Issuer exceeds [10.0]% of the Collateral Principal Amount, in each case, such excess will not constitute Swapped Non-Discount Obligations; *provided, further,* that such Collateral Obligation shall cease to be a Swapped Non-Discount Obligation at such time as such Swapped Non-Discount Obligation would no longer otherwise be considered a Discount Obligation.

"**Synthetic Security**" means a security or swap transaction (other than a Participation Interest) that has payments associated with either payments of interest and/or principal on a reference obligation or the credit performance of a reference obligation.

"**Tax Advantaged Jurisdiction**" means (a) one of the jurisdictions of the Bahamas, Bermuda, the British Virgin Islands, the Cayman Islands, the Channel Islands, Jersey, Singapore, Curacao, Marshall Islands and Saint Maarten or the U.S. Virgin Islands so long as each such jurisdiction is rated at least "AA-" by S&P or (b) upon satisfaction of the S&P Rating Condition with respect to the treatment of another jurisdiction as a Tax Advantaged Jurisdiction, such other jurisdiction.

"**Tax Advice**" means written advice from Milbank LLP or Allen & Overy LLP or an opinion of other tax counsel of nationally recognized standing in the United States experienced in transactions of the type being addressed that (i) is based on knowledge by the person giving the advice of all relevant facts and circumstances of the Issuer and transaction (which are described in the advice or in a written description referred to in the advice which may be provided by the Issuer or the Portfolio Manager), and (ii) is intended by the person rendering the advice to be relied upon by the Issuer or the Portfolio Manager in determining whether to enter into the transaction.

"**Tax Event**" means an event that will occur on any date if on or prior to the next Distribution Date (a) any obligor is, or on the next scheduled payment date under any Collateral Obligation or Eligible Investment, will be, required to deduct or withhold from any payment to the Issuer for or on account of any tax for whatever reason (other than withholding tax imposed on (x) amendment, waiver, consent and extension fees or (y) commitment 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 (after payment of all taxes, whether assessed against such obligor or the Issuer) equals the full amount that the Issuer would have received had no such taxes been imposed, (b) any jurisdiction imposes or will impose net income, profits or similar tax on the Issuer, (c) the Issuer is or will be required to deduct or withhold from any payment to any counterparty for or on account of any tax and the Issuer is obligated to make a gross-up payment (or otherwise pay additional amounts) to the counterparty, or (d) a Hedge Counterparty is or will be required to deduct or withhold from any payment under a Hedge Agreement for or on account of any tax for whatever reason and such Hedge Counterparty 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 (after payment of all taxes, whether assessed against such Hedge Counterparty or the Issuer) will equal the full amount that the Issuer would have received had no such taxes been imposed, and, in each case, the aggregate amount of such a tax or taxes imposed on the Issuer or withheld from payments to the Issuer and with respect to which the Issuer receives less than the full amount that the Issuer would have received had no such deduction occurred, or "gross-up payments" required to be made by the

Issuer is in excess of $1,000,000 (i) during the Collection Period in which such event occurs or (ii) during any 12 month period.

"**Tax Guidelines**" means the provisions set forth in Schedule I to the Portfolio Management Agreement.

"**Term SOFR**" means with respect to the Secured Notes (other than the Fixed Rate Notes), for any Interest Accrual Period, will equal a rate per annum equal to the Term SOFR Reference Rate for the Index Maturity on the applicable Interest Determination Date; provided that if as of 5:00 p.m. (New York City time) on any Interest Determination Date the Designated Transaction Representative has determined that the Term SOFR Reference Rate is not available or the Term SOFR Reference Rate for the applicable Index Maturity has not otherwise been published by the Term SOFR Administrator, then Term SOFR will be (x) the Term SOFR Reference Rate for such Index Maturity 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 such Index Maturity was published by the Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than three (3) 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, and if the Designated Transaction Representative has not determined a Fallback Rate in accordance with the definition thereof, Term SOFR shall be the Term SOFR Reference Rate as determined on the previous Interest Determination Date.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Designated Transaction Representative in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR published by the Term SOFR Administrator and displayed on CME Group Inc.'s Market Data Platform (or other commercially available source providing such quotations, including the Reuters Screen, as may be selected by the Designated Transaction Representative and available to the Calculation Agent from time to time).

"**Third Party Credit Exposure**" means, as of any date of determination, the Principal Balance of each Collateral Obligation that consists of a Participation Interest.

"**Third Party Credit Exposure Limits**" means limits that shall be satisfied if the Third Party Credit Exposure with counterparties having the ratings below from S&P do not exceed the percentage of the Collateral Principal Amount specified below:

S&P's issuer credit rating of Selling Institution	Aggregate Percentage Limit	Individual Percentage Limit
AAA	20%	20%
AA+	10%	10%
AA	10%	10%
AA-	10%	10%
A+	5%	5%
A	5%	5%
A- and below	0%	0%

provided that a Selling Institution having an S&P issuer credit rating of "A" must also have a short-term S&P rating of "A-1" otherwise its Aggregate Percentage Limit and Individual Percentage Limit shall be 0%.

"**Transaction Documents**" means each of the Indenture, the Portfolio Management Agreement, the Securities Account Control Agreement, the Placement Agency Agreement, the Collateral Administration Agreement, the Administration Agreement and any Hedge Agreements.

"**Transaction Party**" means each of the Issuer, the Co-Issuer, the Portfolio Manager, the Placement Agent, the Trustee, the Collateral Administrator, the Administrator and the Custodian.

"**Transfer Certificate**" means a duly executed certificate substantially in the form attached as an Exhibit to the Indenture (*provided* that, such certificate may be substantially in the form of the subscription agreement furnished by the transferee in connection with its purchase on the Closing Date).

"**Treasury Regulations**" means the United States Treasury regulations promulgated under the Code.

"**Trust Officer**" means, when used with respect to the Trustee, any officer within the corporate trust office (or any successor group of the Trustee) including any vice president, assistant vice president or officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the corporate trust office because of such person's knowledge of and familiarity with the particular subject and in each case having direct responsibility for the administration of the Indenture.

"**UCC**" means the Uniform Commercial Code as in effect in the State of New York or, if different, the state of the United States that governs the perfection of the relevant security interest, as amended from time to time.

"**Underlying Instrument**" means the credit agreement or other agreement pursuant to which a Pledged Obligation has been issued or created and each other agreement that governs the terms of or secures the obligations represented by such Pledged Obligation or of which the holders of such Pledged Obligation are the beneficiaries.

"**Unfunded Workout Obligation**" means a Workout Obligation that does not satisfy clause (xiii) of the definition of Collateral Obligation.

"**Unrestricted Subsidiary**" means with respect to any obligor as of any date of determination, any "unrestricted subsidiary" (or similar term under the relevant Underlying Instruments) of such obligor.

"**Unsalable Asset**" means (a) any Defaulted Obligation, Equity Security, or obligation received in connection with an Offer, in a restructuring or plan of reorganization with respect to the obligor, or any other exchange in each case, in respect of which the Issuer has not received a payment in cash during the preceding 12 months or (b) any Pledged Obligation identified in the certificate of the Portfolio Manager as having a Market Value of less than U.S.$10,000 and, in the case of each of (a) and (b) with respect to which the Portfolio Manager certifies to the Trustee that (i) it has made commercially reasonable efforts to dispose of such obligation for at least 90 days and (ii) in its commercially reasonable judgment such obligation is not expected to be saleable for the foreseeable future.

"**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.

"**Uptier Priming Debt**" means any Superpriority New Money Debt and any Rolled Senior Uptier Debt acquired by the Issuer resulting from, or received in connection with an Uptier Priming Transaction. For the avoidance of doubt, any Uptier Priming Debt must satisfy the requirements of the definition of one of "Collateral Obligation", "Workout Obligation" or "Restructured Obligation".

"**Uptier Priming Transaction**" means any transaction effected in connection with the bankruptcy related to, or the workout or restructuring of, a Collateral Obligation held by the Issuer, in which (x) new money priming debt is issued by the obligor of such Collateral Obligation which will be senior in priority to all existing debt of such obligor (including the Collateral Obligation held by the Issuer) ("**Superpriority New Money Debt**") and (y) the current secured lenders (with respect to such Collateral Obligation) that participate in the Superpriority New Money Debt have the opportunity to exchange their current secured loans for priming debt (without any requirement to pay additional amounts, other than reasonable and customary expenses, e.g., transfer costs) that will be senior in priority to all other outstanding debt of such obligor (including the Collateral Obligation held by the Issuer), other than Superpriority New Money Debt ("**Rolled Senior Uptier Debt**").

"**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. Person**" has the meaning specified in Regulation S under the Securities Act.

"**Volcker Rule**" means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder.

"**Weighted Average Fixed Coupon**" means, as of any Measurement Date, an amount equal to the number, expressed as a percentage, obtained by *dividing*:

(a) the Aggregate Coupon; *by*

(b) an amount equal to the lesser of (i) the product of (A) the Reinvestment Target Par Balance and (B) a fraction, the numerator of which is equal to the Aggregate Principal Balance of fixed rate Collateral Obligations and the denominator of which is equal to the Aggregate Principal Balance of all Collateral Obligations as of such Measurement Date (in each case excluding (1) any Deferrable Obligation or Partial Deferrable Obligation to the extent of any non-cash interest and (2) the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation that are fixed rate Collateral Obligations) and (ii) the Aggregate Principal Balance of the fixed rate Collateral Obligations as of such Measurement Date (excluding (1) any Deferrable Obligation or Partial Deferrable Obligation to the extent of any non-cash interest and (2) the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Collateral Obligation that are fixed rate Collateral Obligations).

"**Weighted Average Floating Spread**" means, as of any Measurement Date, the number expressed as a percentage 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 (*provided* that this clause (iii) shall not be applicable with respect to any calculation in connection with the S&P CDO Monitor or the S&P CDO Monitor Test); by

(b) an amount equal to the lesser of (i) the product of (A) the Reinvestment Target Par Balance and (B) a fraction, the numerator of which is equal to the Aggregate Principal Balance of all floating rate Collateral Obligations as of such Measurement Date, and the denominator of which is equal to the Aggregate Principal Balance of all Collateral Obligations as of such Measurement Date, and (ii) the Aggregate Principal Balance of all floating rate Collateral Obligations as of such Measurement Date,

in each case excluding, for any Partial Deferrable Obligation, any interest that has been deferred and capitalized thereon and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Obligations and Revolving Collateral Obligations and in each case adjusted for any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty or otherwise and rounding the result up to the nearest 0.01 per cent; *provided*, that in calculating the Weighted Average Floating Spread for purposes of compliance with the S&P CDO Monitor Test, only subclause (ii) of clause (b) of this definition of Weighted Average Floating Spread shall apply.

"**Weighted Average Life**" means on any Measurement Date, with respect to all Collateral Obligations (other than Defaulted Obligations) the number obtained by (i) *summing* the products obtained by *multiplying* (a) the Average Life of each such Collateral Obligation as of such Measurement Date *by* (b) its Principal Balance as of such Measurement Date and (ii) *dividing* such sum *by* the Aggregate Principal Balance of all such Collateral Obligations as of such Measurement Date.

"**Weighted Average Rating Factor**" means the number (rounded up to the nearest whole number) equal to (A) the sum of the products obtained by multiplying, for each Collateral Obligation, (excluding any Defaulted Obligation or Deferring Obligation), (x) its Principal Balance by (y) its Moody's Rating Factor, *divided* by (B) the Aggregate Principal Balance of all Collateral Obligations (excluding any Defaulted Obligation or Deferring Obligation).

"**Workout Instrument**" means Workout Obligations and Workout Securities, collectively.

"**Workout Obligation**" means a Restructured Obligation that (i) satisfies the definition of "Collateral Obligation" other than clauses [(ii), (vii), (xi), (xiii), (xv), (xvii), (xxi), (xxiv) and (xxviii)] thereof, (ii) is senior or *pari passu* in right of payment to the corresponding Collateral Obligation already held by the Issuer to which the

workout or restructuring relates and (iii) the Portfolio Manager reasonably expects will result in a better overall recovery on the related Collateral Obligation.

"**Workout Security**" means any security or interest (including any Margin Stock) resulting from the exercise of a warrant, option, right of conversion, pre-emptive right, rights offering, credit bid or similar right and purchased in accordance with the provisions of the Indenture described under "*Security for the Secured Notes—Sales of Collateral Obligations; Additional Collateral Obligations and Investment Criteria—Purchases of Workout Instruments*" in connection with the workout or restructuring of a Collateral Obligation or an equity security or interest received or purchased in connection with the workout or restructuring of a Collateral Obligation that the Portfolio Manager reasonably expects will result in a better overall recovery on the related Collateral Obligation. The acquisition of Workout Securities will not be required to satisfy the Investment Criteria.

"**Zero-Coupon Obligation**" means any obligation that does not by its terms provide for the payment of cash interest.

INDEX OF DEFINED TERMS

ANNEX A

S&P RATING DEFINITION

"Credit FAQ: Anatomy of a Credit Estimate: What It Means and How We Do It" means S&P's "Credit FAQ: Anatomy of a Credit Estimate: What It Means and How We Do It" dated January 14, 2021 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 as follows:

(a) with respect to a Collateral Obligation that is not a DIP Collateral Obligation (i) if there is an issuer credit rating of the issuer of such Collateral Obligation (other than a Non-U.S. DIP Collateral Obligation) by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Obligation pursuant to a form of guaranty that meets all of S&P's then-current guarantee criteria, 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) or (ii) if there is no issuer credit rating of the issuer by S&P but (A) if 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; (B) if 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 subcategory below such rating; and (C) if 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 subcategory above such rating;

(b) with respect to any Collateral Obligation that is a DIP Collateral Obligation (other than a Non-U.S. DIP Collateral Obligation), the S&P Rating thereof will be the credit rating assigned to such issue by S&P, or if such DIP Collateral Obligation was assigned a point-in-time rating by S&P that was withdrawn, such withdrawn rating may be used for 12 months after the assignment of such rating (*provided*, that, if the Portfolio Manager is or becomes aware of certain specified amendments or events with respect to the DIP Collateral Obligation that, in the Portfolio Manager's reasonable judgment, would have a material adverse impact on the value of the DIP Collateral Obligation, such withdrawn rating may not be used unless S&P otherwise confirms the rating or provides an updated one; *provided*, *further*, that if any such Collateral Obligation that is a Pending Rating DIP Collateral Obligation and the Portfolio Manager reasonably expects an S&P credit rating within 90 days, the S&P Rating of such Collateral Obligation shall be the lower of (x) the credit rating that the Portfolio Manager expects will be assigned and (y) "B-", in each case, until such credit rating is obtained from S&P or, if earlier, the expiration of such 90-day period);

(c) if an obligation of the issuer is not a DIP Collateral Obligation (other than a Non-U.S. 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 (A) one subcategory below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Baa3" or higher and (B) two subcategories below the S&P equivalent of the Moody's Rating if such Moody's Rating is "Ba1" or lower; *provided* that not more than 15.0% of the Collateral Principal Amount may consist of Collateral Obligations for which the S&P Rating is derived from a Moody's Rating pursuant to this clause (c);

(d) if an obligation of the issuer is not a DIP Collateral Obligation, the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Portfolio 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 Credit FAQ: Anatomy of a Credit Estimate: What It Means and How We Do It in respect of such application) to S&P for a credit estimate which will be its S&P Rating; *provided* that, until the receipt from S&P of such estimate, such Collateral Obligation will have an S&P Rating as determined by the Portfolio Manager in its sole discretion if the Portfolio Manager certifies to the Trustee that it believes that such S&P Rating determined by the Portfolio Manager is commercially reasonable and will be at least equal to such rating; *provided, further,* that if such Credit FAQ: Anatomy of a Credit Estimate: What It Means and How We Do It 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 Portfolio Manager for a period of up to 90 days after 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 Portfolio Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; *provided*, *further*, that such confirmed or updated credit estimate will expire on the 12 month anniversary of such confirmation or update, unless confirmed or updated prior thereto;

(e) with respect to a DIP Collateral Obligation (other than a Non-U.S. DIP Collateral Obligation), if the S&P Rating cannot otherwise be determined pursuant to this definition, the S&P Rating of such Collateral Obligation will be "CCC-";

(f) 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 Portfolio Manager) be "CCC-"; *provided* that, (i) the Portfolio Manager expects the obligor in respect of such Collateral Obligation to continue to meet its payment obligations under such Collateral Obligation, (ii) such obligor is not currently in reorganization or bankruptcy, (iii) such obligor has not defaulted on any of its debts during the immediately preceding two year period and (iv) at any time that more than 10% of the Collateral Principal Amount consists of Collateral Obligations with S&P Ratings determined pursuant to this clause (f), the Issuer will submit all available Credit FAQ: Anatomy of a Credit Estimate: What It Means and How We Do It in respect of such Collateral Obligations to S&P; and

(g) if it is a Current Pay Obligation, the higher of (a) such obligation's issue rating and (b) "CCC";

provided that, (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 subcategory above such assigned rating, (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 subcategory below such assigned rating and (z) any reference to the S&P rating in this definition will mean the public S&P rating and will not include any private or confidential S&P rating unless (1) the obligor and any other relevant party has provided written consent to S&P for the use of such rating and (2) such rating is subject to continuous monitoring by S&P.

Annex B

S&P INDUSTRY CLASSIFICATION

Asset Type Code	Asset Type Description
1020000	Energy Equipment & Services
1030000	Oil, Gas & Consumable Fuels
1033403	Mortgage Real Estate Investment Trusts (REITs)
2020000	Chemicals
2030000	Construction Materials
2040000	Containers & Packaging
2050000	Metals & Mining
2060000	Paper & Forest Products
3020000	Aerospace & Defense
3030000	Building Products
3040000	Construction & Engineering
3050000	Electrical Equipment
3060000	Industrial Conglomerates
3070000	Machinery
3080000	Trading Companies & Distributors
3110000	Commercial Services & Supplies
9612010	Professional Services
3210000	Air Freight & Logistics
3220000	Airlines
3230000	Marine
3240000	Road & Rail
3250000	Transportation Infrastructure
4011000	Auto Components
4020000	Automobiles
4110000	Household Durables
4120000	Leisure Products
4130000	Textiles, Apparel & Luxury Goods
4210000	Hotels, Restaurants & Leisure
9551701	Diversified Consumer Services
4300001	Entertainment
4300002	Interactive Media and Services
4310000	Media
4410000	Distributors
4420000	Internet and Direct Marketing Retail
4430000	Multiline Retail
4440000	Specialty Retail
5020000	Food & Staples Retailing
5110000	Beverages
5120000	Food Products
5130000	Tobacco
5210000	Household Products
5220000	Personal Products
6020000	Health Care Equipment & Supplies
6030000	Health Care Providers & Services
9551729	Health Care Technology
6110000	Biotechnology
6120000	Pharmaceuticals
9551727	Life Sciences Tools & Services
7011000	Banks
7020000	Thrifts & Mortgage Finance
7110000	Diversified Financial Services
7120000	Consumer Finance
7130000	Capital Markets
7210000	Insurance
7311000	Real Estate Investment Trusts (REITs)

Asset Type Code	Asset Type Description
7310000	Real Estate Management & Development
8030000	IT Services
8040000	Software
8110000	Communications Equipment
8120000	Technology Hardware, Storage & Peripherals
8130000	Electronic Equipment, Instruments & Components
8210000	Semiconductors & Semiconductor Equipment
9020000	Diversified Telecommunication Services
9030000	Wireless Telecommunication Services
9520000	Electric Utilities
9530000	Gas Utilities
9540000	Multi-Utilities
9550000	Water Utilities
9551702	Independent Power and Renewable Electricity Producers
50	CDO of corporate and emerging market corporate
50A	CDO of SF
50B	CDO other
50C	Public sector covered bond
50D	CDO of US Municipal
51	ABS consumer
52	ABS commercial
53	CMBS diversified (conduit and credit-tenant-lease); CMBS (large loan, single borrower, and single property); commercial real estate interests; commercial real estate loans
56	RMBS, home equity loans, home equity lines of credit, tax lien, and manufactured housing
59	U.S./sovereign agency - explicitly guaranteed
60	SF third-party guaranteed
62	FFELP student loan containing over 70% FFELP loans
63	Real estate covered bond

Annex C

S&P CDO MONITOR FORMULA DEFINITIONS

As used for purposes of the S&P CDO Monitor Test, the following terms shall have the meanings set forth below:

"**S&P CDO Monitor Adjusted BDR**" means the threshold value for the S&P CDO Monitor Test, calculated as a percentage by adjusting the S&P CDO Monitor BDR for changes in the Principal Balance of the Collateral Obligations relative to the Aggregate Ramp-Up Par Amount as follows:

S&P CDO Monitor BDR * (OP / NP) + (NP - OP) / [NP * (1 – S&P Weighted Average Recovery Rate)], where OP = Aggregate Ramp-Up Par Amount; and NP = the sum of the Aggregate Principal Balances of the Collateral Obligations with an S&P Rating of "CCC-" or higher, Principal Proceeds, any decrease in the Aggregate Outstanding Amount of the Highest Ranking Class and the sum of the lower of S&P Recovery Amount or the Market Value of each obligation with an S&P Rating below "CCC-".

"**S&P CDO Monitor BDR**" means the value calculated using the formula provided in the S&P CDO Monitor Input File.

"**S&P CDO Monitor Input File**" means a file containing the formula relating to the Issuer's portfolio used to calculate the S&P CDO Monitor BDR, which formula is: S&P CDO Monitor BDR = C0 + (C1 * Weighted Average Floating Spread) + (C2 * S&P Weighted Average Recovery Rate), where C0 = [___], C1 = [___] and C2 = [___]. C0, C1 and C2 will not change unless S&P provides an updated S&P CDO Monitor Input File at the request of the Portfolio Manager following the Closing Date.

"**S&P CDO Monitor SDR**" means the percentage derived from the following equation: 0.247621 + (SPWARF / 9162.65) – (DRD / 16757.2) – (ODM / 7677.8) – (IDM / 2177.56) – (RDM / 34.0948) + (WAL / 27.3896), where SPWARF is the S&P Weighted Average Rating Factor; DRD is the S&P Default Rate Dispersion; ODM is the S&P Obligor Diversity Measure; IDM is the S&P Industry Diversity Measure; RDM is the S&P Regional Diversity Measure; and WAL is the S&P Weighted Average Life.

"**S&P Default Rate Dispersion**" means, with respect to all Collateral Obligations with an S&P Rating of "CCC-" or higher, (A) the sum of the product of (i) the Principal Balance of each such Collateral Obligation and (ii) the absolute value of (x) the S&P Rating Factor for such Collateral Obligation *minus* (y) the S&P Weighted Average Rating Factor *divided by* (B) the Aggregate Principal Balance for all such Collateral Obligations.

"**S&P Effective Date Adjustments**" means, in connection with determining whether the S&P CDO Monitor Test is satisfied in connection with the Effective Date if an S&P CDO Monitor Formula Election Date has occurred, the following adjustments shall apply: (i) in calculating the Weighted Average Floating Spread, the Aggregate Funded Spread will be calculated without giving effect to the proviso to clause (a) of the definition thereof and (ii) in calculating the S&P CDO Monitor Adjusted BDR, the amounts that are permitted to be transferred from the Ramp-Up Account and/or the Principal Collection Account and designated as Interest Proceeds on or before the second Determination Date shall be excluded from such calculation.

"**S&P Industry Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) within each S&P Industry Classification in the portfolio, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all the S&P Industry Classifications in the portfolio, squaring the result for each industry, then taking the reciprocal of the sum of these squares.

"**S&P Obligor Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from each obligor and its affiliates,

then dividing each such Aggregate Principal Balance by the Aggregate Principal Balance of Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all the obligors in the portfolio, then squaring the result for each obligor, then taking the reciprocal of the sum of these squares.

"**S&P Rating Factor**" means, with respect to any Collateral Obligation, the number set forth in the table below opposite the S&P Rating of such Collateral Obligation.

S&P Rating	S&P Rating Factor	S&P Rating	S&P Rating Factor
AAA	13.51	BB+	784.92
AA+	26.75	BB	1233.63
AA	46.36	BB-	1565.44
AA-	63.90	B+	1982.00
A+	99.50	B	2859.50
A	146.35	B-	3610.11
A-	199.83	CCC+	4641.40
BBB+	271.01	CCC	5293.00
BBB	361.17	CCC-	5751.10
BBB-	540.42	CC, D or SD	10000.00

"**S&P Regional Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) within each S&P region set forth in Table 1 below, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all S&P regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Weighted Average Life**" means, on any date of determination, a number calculated by determining the number of years between the current date and the maturity date of each Collateral Obligation (with an S&P Rating of "CCC-" or higher), multiplying each Collateral Obligation's Principal Balance by its number of years, summing the results of all Collateral Obligations in the portfolio, and dividing such amount by the Aggregate Principal Balance of all Collateral Obligations (with an S&P Rating of "CCC-" or higher).

"**S&P Weighted Average Rating Factor**" means the value calculated by the Portfolio Manager by multiplying the Principal Balance of each Collateral Obligation (with an S&P Rating of "CCC-" or higher) by the S&P Rating Factor of such Collateral Obligation (with an S&P Rating of "CCC-" or higher), then summing the total for the portfolio, and then dividing this result by the Aggregate Principal Balance of all of the Collateral Obligation (with an S&P Rating of "CCC-" or higher).**Table 1**

Region Code	Region Name	Country Code	Country Name
17	Africa: Eastern	253	Djibouti
17	Africa: Eastern	291	Eritrea
17	Africa: Eastern	251	Ethiopia
17	Africa: Eastern	254	Kenya
17	Africa: Eastern	252	Somalia
17	Africa: Eastern	249	Sudan
12	Africa: Southern	247	Ascension
12	Africa: Southern	267	Botswana
12	Africa: Southern	266	Lesotho
12	Africa: Southern	230	Mauritius
12	Africa: Southern	264	Namibia
12	Africa: Southern	248	Seychelles
12	Africa: Southern	27	South Africa
12	Africa: Southern	290	St. Helena
12	Africa: Southern	268	Swaziland
13	Africa: Sub-Saharan	244	Angola
13	Africa: Sub-Saharan	226	Burkina Faso
13	Africa: Sub-Saharan	257	Burundi
13	Africa: Sub-Saharan	225	Cote d'Ivoire
13	Africa: Sub-Saharan	240	Equatorial Guinea
13	Africa: Sub-Saharan	241	Gabonese Republic
13	Africa: Sub-Saharan	220	Gambia
13	Africa: Sub-Saharan	233	Ghana
13	Africa: Sub-Saharan	224	Guinea
13	Africa: Sub-Saharan	245	Guinea-Bissau
13	Africa: Sub-Saharan	231	Liberia
13	Africa: Sub-Saharan	261	Madagascar
13	Africa: Sub-Saharan	265	Malawi
13	Africa: Sub-Saharan	223	Mali
13	Africa: Sub-Saharan	222	Mauritania
13	Africa: Sub-Saharan	258	Mozambique
13	Africa: Sub-Saharan	227	Niger
13	Africa: Sub-Saharan	234	Nigeria
13	Africa: Sub-Saharan	250	Rwanda
13	Africa: Sub-Saharan	239	Sao Tome & Principe
13	Africa: Sub-Saharan	221	Senegal
13	Africa: Sub-Saharan	232	Sierra Leone
13	Africa: Sub-Saharan	255	Tanzania/Zanzibar
13	Africa: Sub-Saharan	228	Togo
13	Africa: Sub-Saharan	256	Uganda
13	Africa: Sub-Saharan	260	Zambia
13	Africa: Sub-Saharan	263	Zimbabwe
13	Africa: Sub-Saharan	229	Benin
13	Africa: Sub-Saharan	237	Cameroon
13	Africa: Sub-Saharan	238	Cape Verde Islands
13	Africa: Sub-Saharan	236	Central African Republic
13	Africa: Sub-Saharan	235	Chad
13	Africa: Sub-Saharan	269	Comoros
13	Africa: Sub-Saharan	242	Congo-Brazzaville
13	Africa: Sub-Saharan	243	Congo-Kinshasa

Region Code	Region Name	Country Code	Country Name
3	Americas: Andean	591	Bolivia
3	Americas: Andean	57	Colombia
3	Americas: Andean	593	Ecuador
3	Americas: Andean	51	Peru
3	Americas: Andean	58	Venezuela
4	Americas: Mercosur and Southern Cone	54	Argentina
4	Americas: Mercosur and Southern Cone	55	Brazil
4	Americas: Mercosur and Southern Cone	56	Chile
4	Americas: Mercosur and Southern Cone	595	Paraguay
4	Americas: Mercosur and Southern Cone	598	Uruguay
1	Americas: Mexico	52	Mexico
2	Americas: Other Central and Caribbean	1264	Anguilla
2	Americas: Other Central and Caribbean	1268	Antigua
2	Americas: Other Central and Caribbean	1242	Bahamas
2	Americas: Other Central and Caribbean	246	Barbados
2	Americas: Other Central and Caribbean	501	Belize
2	Americas: Other Central and Caribbean	441	Bermuda
2	Americas: Other Central and Caribbean	284	British Virgin Islands
2	Americas: Other Central and Caribbean	345	Cayman Islands
2	Americas: Other Central and Caribbean	506	Costa Rica
2	Americas: Other Central and Caribbean	809	Dominican Republic
2	Americas: Other Central and Caribbean	503	El Salvador
2	Americas: Other Central and Caribbean	473	Grenada
2	Americas: Other Central and Caribbean	590	Guadeloupe
2	Americas: Other Central and Caribbean	502	Guatemala
2	Americas: Other Central and Caribbean	504	Honduras
2	Americas: Other Central and Caribbean	876	Jamaica
2	Americas: Other Central and Caribbean	596	Martinique
2	Americas: Other Central and Caribbean	505	Nicaragua
2	Americas: Other Central and Caribbean	507	Panama
2	Americas: Other Central and Caribbean	869	St. Kitts/Nevis
2	Americas: Other Central and Caribbean	758	St. Lucia
2	Americas: Other Central and Caribbean	784	St. Vincent & Grenadines
2	Americas: Other Central and Caribbean	597	Suriname
2	Americas: Other Central and Caribbean	868	Trinidad& Tobago
2	Americas: Other Central and Caribbean	649	Turks & Caicos
2	Americas: Other Central and Caribbean	297	Aruba
2	Americas: Other Central and Caribbean	53	Cuba
2	Americas: Other Central and Caribbean	599	Curacao
2	Americas: Other Central and Caribbean	767	Dominica
2	Americas: Other Central and Caribbean	594	French Guiana
2	Americas: Other Central and Caribbean	592	Guyana
2	Americas: Other Central and Caribbean	509	Haiti
2	Americas: Other Central and Caribbean	664	Montserrat
101	Americas: U.S. and Canada	2	Canada
101	Americas: U.S. and Canada	1	USA
7	Asia: China, Hong Kong, Taiwan	86	China
7	Asia: China, Hong Kong, Taiwan	852	Hong Kong
7	Asia: China, Hong Kong, Taiwan	886	Taiwan
5	Asia: India, Pakistan and Afghanistan	93	Afghanistan
5	Asia: India, Pakistan and Afghanistan	91	India
5	Asia: India, Pakistan and Afghanistan	92	Pakistan
6	Asia: Other South	880	Bangladesh
6	Asia: Other South	975	Bhutan
6	Asia: Other South	960	Maldives
6	Asia: Other South	977	Nepal
6	Asia: Other South	94	Sri Lanka

Region Code	Region Name	Country Code	Country Name
8	Asia: Southeast, Korea and Japan	673	Brunei
8	Asia: Southeast, Korea and Japan	855	Cambodia
8	Asia: Southeast, Korea and Japan	62	Indonesia
8	Asia: Southeast, Korea and Japan	81	Japan
8	Asia: Southeast, Korea and Japan	856	Laos
8	Asia: Southeast, Korea and Japan	60	Malaysia
8	Asia: Southeast, Korea and Japan	95	Myanmar
8	Asia: Southeast, Korea and Japan	850	North Korea
8	Asia: Southeast, Korea and Japan	63	Philippines
8	Asia: Southeast, Korea and Japan	65	Singapore
8	Asia: Southeast, Korea and Japan	82	South Korea
8	Asia: Southeast, Korea and Japan	66	Thailand
8	Asia: Southeast, Korea and Japan	84	Vietnam
8	Asia: Southeast, Korea and Japan	670	East Timor
105	Asia-Pacific: Australia and New Zealand	61	Australia
105	Asia-Pacific: Australia and New Zealand	682	Cook Islands
105	Asia-Pacific: Australia and New Zealand	64	New Zealand
9	Asia-Pacific: Islands	679	Fiji
9	Asia-Pacific: Islands	689	French Polynesia
9	Asia-Pacific: Islands	686	Kiribati
9	Asia-Pacific: Islands	691	Micronesia
9	Asia-Pacific: Islands	674	Nauru
9	Asia-Pacific: Islands	687	New Caledonia
9	Asia-Pacific: Islands	680	Palau
9	Asia-Pacific: Islands	675	Papua New Guinea
9	Asia-Pacific: Islands	685	Samoa
9	Asia-Pacific: Islands	677	Solomon Islands
9	Asia-Pacific: Islands	676	Tonga
9	Asia-Pacific: Islands	688	Tuvalu
9	Asia-Pacific: Islands	678	Vanuatu
15	Europe: Central	420	Czech Republic
15	Europe: Central	372	Estonia
15	Europe: Central	36	Hungary
15	Europe: Central	371	Latvia
15	Europe: Central	370	Lithuania
15	Europe: Central	48	Poland
15	Europe: Central	421	Slovak Republic
16	Europe: Eastern	355	Albania
16	Europe: Eastern	387	Bosnia and Herzegovina
16	Europe: Eastern	359	Bulgaria
16	Europe: Eastern	385	Croatia
16	Europe: Eastern	383	Kosovo
16	Europe: Eastern	389	Macedonia
16	Europe: Eastern	382	Montenegro
16	Europe: Eastern	40	Romania
16	Europe. Eastern	381	Serbia
16	Europe: Eastern	90	Turkey
14	Europe: Russia & CIS	374	Armenia
14	Europe: Russia & CIS	994	Azerbaijan
14	Europe: Russia & CIS	375	Belarus
14	Europe: Russia & CIS	995	Georgia
14	Europe: Russia & CIS	8	Kazakhstan
14	Europe: Russia & CIS	996	Kyrgyzstan
14	Europe: Russia & CIS	373	Moldova
14	Europe: Russia & CIS	976	Mongolia
14	Europe: Russia & CIS	7	Russia
14	Europe: Russia & CIS	992	Tajikistan

Region Code	Region Name	Country Code	Country Name
14	Europe: Russia & CIS	993	Turkmenistan
14	Europe: Russia & CIS	380	Ukraine
14	Europe: Russia & CIS	998	Uzbekistan
102	Europe: Western	376	Andorra
102	Europe: Western	43	Austria
102	Europe: Western	32	Belgium
102	Europe: Western	357	Cyprus
102	Europe: Western	45	Denmark
102	Europe: Western	358	Finland
102	Europe: Western	33	France
102	Europe: Western	49	Germany
102	Europe: Western	30	Greece
102	Europe: Western	354	Iceland
102	Europe: Western	353	Ireland
102	Europe: Western	101	Isle of Man
102	Europe: Western	39	Italy
102	Europe: Western	102	Liechtenstein
102	Europe: Western	352	Luxembourg
102	Europe: Western	356	Malta
102	Europe: Western	377	Monaco
102	Europe: Western	31	Netherlands
102	Europe: Western	47	Norway
102	Europe: Western	351	Portugal
102	Europe: Western	386	Slovenia
102	Europe: Western	34	Spain
102	Europe: Western	46	Sweden
102	Europe: Western	41	Switzerland
102	Europe: Western	44	United Kingdom
10	Middle East: Gulf States	973	Bahrain
10	Middle East: Gulf States	98	Iran
10	Middle East: Gulf States	964	Iraq
10	Middle East: Gulf States	965	Kuwait
10	Middle East: Gulf States	968	Oman
10	Middle East: Gulf States	974	Qatar
10	Middle East: Gulf States	966	Saudi Arabia
10	Middle East: Gulf States	971	United Arab Emirates
10	Middle East: Gulf States	967	Yemen
11	Middle East: MENA	213	Algeria
11	Middle East: MENA	20	Egypt
11	Middle East: MENA	972	Israel
11	Middle East: MENA	962	Jordan
11	Middle East: MENA	961	Lebanon
11	Middle East: MENA	212	Morocco
11	Middle East: MENA	970	Palestinian Settlements
11	Middle East: MENA	963	Syrian Arab Republic
11	Middle East: MENA	216	Tunisia
11	Middle East: MENA	1212	Western Sahara
11	Middle East: MENA	218	Libya

ANNEX D

S&P RECOVERY RATE TABLES

S&P Recovery Rate*.

(a) (i) If a Collateral Obligation has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Obligation shall be determined as follows:

S&P Recovery Rating of a Collateral Obligation	Estimate from published reports**	Initial Liability Rating					
		"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
1+	100	75.00%	85.00%	88.00%	90.00%	92.00%	95.00%
1	95	70.00%	80.00%	84.00%	87.50%	91.00%	95.00%
1	90	65.00%	75.00%	80.00%	85.00%	90.00%	95.00%
2	85	62.50%	72.50%	77.50%	83.00%	88.00%	92.00%
2	80	60.00%	70.00%	75.00%	81.00%	86.00%	89.00%
2	75	55.00%	65.00%	70.50%	77.00%	82.50%	84.00%
2	70	50.00%	60.00%	66.00%	73.00%	79.00%	79.00%
3	65	45.00%	55.00%	61.00%	68.00%	73.00%	74.00%
3	60	40.00%	50.00%	56.00%	63.00%	67.00%	69.00%
3	55	35.00%	45.00%	51.00%	58.00%	63.00%	64.00%
3	50	30.00%	40.00%	46.00%	53.00%	59.00%	59.00%
4	45	28.50%	37.50%	44.00%	49.50%	53.50%	54.00%
4	40	27.00%	35.00%	42.00%	46.00%	48.00%	49.00%
4	35	23.50%	30.50%	37.50%	42.50%	43.50%	44.00%
4	30	20.00%	26.00%	33.00%	39.00%	39.00%	39.00%
5	25	17.50%	23.00%	28.50%	32.50%	33.50%	34.00%
5	20	15.00%	20.00%	24.00%	26.00%	28.00%	29.00%
5	15	10.00%	15.00%	19.50%	22.50%	23.50%	24.00%
5	10	5.00%	10.00%	15.00%	19.00%	19.00%	19.00%
6	5	3.50%	7.00%	10.50%	13.50%	14.00%	14.00%
6	0	2.00%	4.00%	6.00%	8.00%	9.00%	9.00%
				Recovery Rate			

* The S&P Recovery Rate shall be the applicable rate set forth above based on the initial rating assigned by S&P to the Highest Ranking Class at the time of determination.

** From S&P's published reports. If a recovery estimate is not available for a given loan with a recovery rating of "1" through "6," the lower estimate for the applicable recovery rating should be assumed.

(ii) If (x) a Collateral Obligation does not have an S&P Recovery Rating, and such Collateral Obligation is a senior unsecured loan, senior unsecured bond or second lien loan and (y) the issuer of such Collateral Obligation has issued another debt instrument that is outstanding and senior to such Collateral Obligation (a "**Senior Debt Instrument**") that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Obligation shall be determined as follows:

For Collateral Obligations Domiciled in Group A

S&P Recovery Rating of the Senior Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
1+	18%	20%	23%	26%	29%	31%
1	18%	20%	23%	26%	29%	31%
2	18%	20%	23%	26%	29%	31%
3	12%	15%	18%	21%	22%	23%
4	5%	8%	11%	13%	14%	15%

S&P Recovery Rating of the Senior Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
5	2%	4%	6%	8%	9%	10%
6	–%	–%	–%	–%	–%	–%
	Recovery Rate					

For Collateral Obligations Domiciled in Group B

S&P Recovery Rating of the Senior Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
1+	13%	16%	18%	21%	23%	25%
1	13%	16%	18%	21%	23%	25%
2	13%	16%	18%	21%	23%	25%
3	8%	11%	13%	15%	16%	17%
4	5%	5%	5%	5%	5%	5%
5	2%	2%	2%	2%	2%	2%
6	–%	–%	–%	–%	–%	–%
	Recovery Rate					

For Collateral Obligations Domiciled in Group C

S&P Recovery Rating of the Senior Debt Instrument	Initial Liability Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
1+	10%	12%	14%	16%	18%	20%
1	10%	12%	14%	16%	18%	20%
2	10%	12%	14%	16%	18%	20%
3	5%	7%	9%	10%	11%	12%
4	2%	2%	2%	2%	2%	2%
5	–%	–%	–%	–%	–%	–%
6	–%	–%	–%	–%	–%	–%
	Recovery Rate					

(i) If (x) a Collateral Obligation does not have an S&P Recovery Rating and such Collateral Obligation is a subordinated loan or subordinated bond and (y) the issuer of such Collateral Obligation has issued another debt instrument that is outstanding and senior to such Collateral Obligation that is a Senior Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Obligation shall be determined as follows:

For Collateral Obligations Domiciled in Groups A and B

S&P Recovery Rating of the Senior Debt Instrument	All Initial Liability Ratings
1+	8%
1	8%
2	8%
3	5%
4	2%
5	–%
6	–%
	Recovery rate

For Collateral Obligations Domiciled in Group C

S&P Recovery Rating of the Senior Debt Instrument	All Initial Liability Ratings
1+	5%
1	5%
2	5%
3	2%
4	–%
5	–%
6	–%

Recovery rate

(b) If a recovery rate cannot be determined using clause (a) and the Collateral Obligation has an "sf" subscript from any NRSRO, the S&P Recovery Rate will be determined using the following table:

Senior Tranches

	Initial Liability Rating					
Original Collateral Asset Rating	**"AAA"**	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B"**
AAA	60%	70%	75%	80%	85%	90%
AA	25%	60%	70%	75%	80%	85%
A	0%	25%	60%	70%	75%	80%
BBB	0%	0%	25%	60%	70%	75%
BB	0%	0%	0%	25%	60%	70%
B	0%	0%	0%	0%	25%	60%
CCC	0%	0%	0%	0%	0%	25%

Recovery Rate

Junior Tranches

	Initial Liability Rating					
Original Collateral Asset Rating	**"AAA"**	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B"**
AAA	30%	35%	38%	40%	43%	45%
AA	13%	30%	35%	38%	40%	43%
A	0%	13%	30%	35%	38%	40%
BBB	0%	0%	13%	30%	35%	38%
BB	0%	0%	0%	13%	30%	35%
B	0%	0%	0%	0%	13%	30%
CCC	0%	0%	0%	0%	0%	13%

Recovery Rate

(c) If a recovery rate cannot be determined using clauses (a) or (b), the recovery rate shall be determined using the following table.

Recovery rates for obligors Domiciled in Group A, B or C:

	Initial Liability Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B" and "CCC"**
Senior Secured Loans*						
Group A	50%	55%	59%	63%	75%	79%
Group B	39%	42%	46%	49%	60%	63%
Group C	17%	19%	27%	29%	31%	34%
Senior Secured Loans (Cov-Lite Loans)* / Senior secured bonds**						
Group A	41%	46%	49%	53%	63%	67%
Group B	32%	35%	39%	41%	50%	53%
Group C	17%	19%	27%	29%	31%	34%

	Initial Liability Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B" and "CCC"**
Unsecured Loans, senior secured notes, senior unsecured notes, Second Lien Loans and First-Lien Last-Out Loans / Senior unsecured bonds						
Group A	18%	20%	23%	26%	29%	31%
Group B	13%	16%	18%	21%	23%	25%
Group C	10%	12%	14%	16%	18%	20%
Subordinated loans / Subordinated bonds						
Group A and B	8%	8%	8%	8%	8%	8%
Group C	5%	5%	5%	5%	5%	5%

Recovery Rate

Group A: *Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong SAR, Ireland, Israel, Japan, Luxembourg, The Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom and the United States*

Group B: *Brazil, Czech Republic, Italy, Mexico, Poland and South Africa*

Group C: *Dubai International Financial Centre, Greece, India, Indonesia, Kazakhstan, Romania, Russia, Turkey, Ukraine, the United Arab Emirates, Vietnam and others not included in Group A or Group B*

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* Solely for the purpose of determining the S&P Recovery Rate for such loan, no loan will constitute a "Senior Secured Loan" unless such loan (a) is secured by a valid first priority security interest in collateral, (b) in the Portfolio Manager's commercially reasonable judgment (with such determination being made in good faith by the Portfolio Manager at the time of such loan's purchase and based upon information reasonably available to the Portfolio Manager at such time and without any requirement of additional investigation beyond the Portfolio Manager's customary credit review procedures), is secured by specified collateral that has a value not less than an amount equal to the sum of (i) the aggregate principal amount of all debt senior or *pari passu* to such loans and (ii) the outstanding principal balance of such loan, which value may be derived from, among other things, the enterprise value of the issuer of such loan, excluding any loan secured primarily by equity or goodwill and (c) is not secured primarily or solely by common stock or other equity interests (*provided* that the terms of this footnote may be amended or revised at any time by a written agreement of the Issuer and the Portfolio Manager (with notice to the Trustee and the Collateral Administrator) (without the consent of any holder of any Note), subject to the S&P Rating Condition, in order to conform to S&P then-current criteria for such loans).

** Solely for the purpose of determining the S&P Recovery Rate for such bond, no bond will constitute a "Senior secured bond" unless such bond (a) is secured by a valid first priority security interest in collateral, (b) in the Portfolio Manager's commercially reasonable judgment (with such determination being made in good faith by the Portfolio Manager at the time of such bond's purchase and based upon information reasonably available to the Portfolio Manager at such time and without any requirement of additional investigation beyond the Portfolio Manager's customary credit review procedures), is secured by specified collateral that has a value not less than an amount equal to the sum of (i) the aggregate principal amount of all Notes senior or pari passu to such bonds and (ii) the outstanding principal balance of such bond, which value may be derived from, among other things, the enterprise value of the issuer of such bond, excluding any bond secured primarily by equity or goodwill and (c) is not secured primarily or solely by common stock or other equity interests (*provided* that the terms of this footnote may be amended or revised at any time by a written agreement of the Issuer and the Portfolio Manager (with notice to the Trustee and the Collateral Administrator) (without the consent of any holder of any Note), subject to the S&P Rating Condition, in order to conform to S&P then current criteria for such bonds).

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TRUSTEE AND PAYING AGENT

For purposes of Note transfer and presentment of the Notes for final payment

U.S. Bank Trust Company, National Association
Bond Holder Services
EP-MN-WS2N
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St. Paul, Minnesota 55107

For all other purposes

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